



CYNTHIA D. BANKS
Director

**COMMUNITY AND SENIOR SERVICES
OF LOS ANGELES COUNTY**

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"To Enrich Lives Through Effective And Caring Service"

BOARD OF SUPERVISORS

GLORIA MOLINA
MARK RIDLEY-THOMAS
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March 31, 2009

Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

27

MARCH 31, 2009

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

**AUTHORIZATION TO ALLOCATE FUNDS FOR DISPUTE RESOLUTION PROGRAM
FOR THE PERIOD OF JULY 1, 2009 – JUNE 30, 2014
(ALL SUPERVISORIAL DISTRICTS AFFECTED) (3 VOTES)**

SUBJECT

The purpose of this Board letter is to request approval to execute contracts and allocate funds for the Dispute Resolution Program (DRP) for the five-year period July 1, 2009 through June 30, 2014, and to execute subsequent contract amendments within the contract term to increase or decrease contract amounts based upon contractor performance and available funding.

The DRP provides face-to-face mediation, telephone conciliations, and arbitration services for a wide variety of disputes. The services are designed to be less costly, less time consuming, less complex, and less intimidating than the court system and/or a trial and more accessible to the diversity of County residents, businesses, and organizations.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve funding allocations for each year of the five-year contract term in the amount of \$3,033,238 to be used for the service providers as indicated on Attachment A, effective July 1, 2009 through June 30, 2014.
2. Delegate authority to the Director of Community and Senior Services (CSS), or designee, to negotiate and execute contracts on substantially similar form to Attachment B with 13 contractors for the dispute resolution services for a five-year contract term effective July 1, 2009 through June 30, 2014. Overall funding for each contractor is subject to the availability of funds each Fiscal Year and the contractor's performance in meeting the goals of the DRP.

3. Delegate authority to the Director of CSS, or designee, to execute contract amendments as needed throughout the contract term effective July 1, 2009 through June 30, 2014, to increase or decrease the maximum contract amounts in response to State revenue and based on contractor performance and the total funds available, provided that: (a) the total allocations do not exceed funding availability; (b) approvals of County Counsel as to form and the CEO are obtained prior to any such amendments; and (c) the Director of CSS, or designee, confirms in writing to the Board of Supervisors and the CEO within 30 days after such amendments have been executed.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The recommended actions will enable CSS to continue to administer the DRP for the contract term beginning July 1, 2009 through June 30, 2014. This program provides face-to-face mediation, telephone conciliations, and arbitrations to any Los Angeles County resident, business, or organization involved in a dispute. Services are provided by supervised, trained volunteers for disputes that both have and have not entered the court system.

Common disputes include consumer-merchant, personal injury, residential and commercial landlord-tenant, property damage, neighbor-neighbor, business-business, family/domestic, and workplace-related disputes. The program also provides services to at-risk youth through school, parent-child, and juvenile offender-victim mediations.

Performance Measures

The DRP performance evaluation is aligned with the County's *Performance Counts!* The standard of performance measurement for program effectiveness is indicated by the number of disputes a contractor resolves. The Department will assess contractor's performance through analysis of monitoring reports produced by the CSS Contract Compliance Division.

Implementation of Strategic Plan Goals

The recommended actions support the Countywide Strategic Plan Goal 1: Operational Excellence.

FISCAL IMPACT/FINANCING

The DRP is funded through State civil court filing fees pursuant to the California Dispute Resolution Programs Act of 1986 which are collected in the DRP Special Fund established by the County. The estimated cost for this program in FY 2009/10 is \$3,033,238. There is no impact on the County general fund as DRP is fully financed by the DRP Special Fund. Funding for subsequent years will be budgeted in the DRP Special Fund.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The current contracts are scheduled to expire on June 30, 2009. CSS released a Request for Proposal (RFP) in October 2008 to solicit proposals from non-profit organizations and government entities to provide dispute resolution services commencing July 1, 2009 through June 30, 2014. The list of agencies in Attachment A that are being recommended for funding are in compliance with all Board and CEO requirements. The CEO has reviewed and concurred with the recommended actions.

CONTRACTING PROCESS

On October 17, 2008, CSS released an RFP soliciting proposals from agencies to provide dispute resolution services. CSS advertised the RFP in local newspapers of general circulation such as *The Los Angeles Times*, *The Daily News*, and *Hoy*. CSS also sent letters of interest to a list of potential bidders in all districts from a database address list, as well as to current contractors. The RFP and all related documents were posted on the CSS public website at <http://css.lacounty.gov>.

A total of 14 entities submitted proposals in response to the RFP. Of the 14 that submitted proposals, 13 are being recommended for contracts. The agencies listed in Attachment A are those that are being recommended for funding based on these requirements: (1) met the minimum qualifications set forth in the RFP; (2) were found to be responsive; and (3) received a score of 700 (out of a total 1,000 possible) or higher for each proposal submitted.

The contract is not a Prop A contract; therefore, living wage laws are not applicable. CSS is not capable of providing dispute resolution services; therefore the services are contracted to other entities. The contract is solely for the provision of dispute resolution services.

Monitoring

CSS Contract Compliance Division will ensure that all contractors are monitored for contract compliance, administrative, programmatic, and fiscal requirements on an annual basis. The DRP contracts are cost reimbursement contracts with an annual renewal based on performance.

IMPACT ON CURRENT SERVICES

Continuation of the DRP will allow contractors to continue to help resolve more than 6,000 disputes a year involving more than 12,000 County residents, businesses, and organizations.

Honorable Board of Supervisors
March 31, 2009
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CONCLUSION

Upon Board approval, the Executive Officer, Board of Supervisors, is requested to mail one copy of the adopted Board letter to Carol Domingo, Program Manager, Contracts Management Division, CSS, 3175 West Sixth Street, Room 401, Los Angeles, CA 90020. If you need to contact Ms. Domingo, her telephone number is (213) 215-2564.

Respectfully submitted,


CYNTHIA D. BANKS
Director

CDB:dl

Attachments

c: Raymond G. Fortner, Jr., County Counsel
Wendy L. Watanabe, Auditor-Controller

**DISPUTE RESOLUTION PROGRAM
FY 2009-14 FUNDING ALLOCATIONS**

ATTACHMENT A

Community Programs	Sup Districts	Requested Funding	FY 09-10 Funding From 09-10 Revenue	FY 09-10 Carryover Funding	FY 09-10 Funding Total (1)
Asian Pacific American DRC	1,2,3,4,5	125,000	114,000	11,000	125,000
California Lawyers for the Arts	1,2,3,4,5	28,787	26,000	2,787	28,787
Inland Valleys Justice Center	1,2,3,4,5	81,990	75,000	6,990	81,990
Korean American Coalition	1,2,3,4,5	56,637	52,000	4,637	56,637
LA City Atty's Office	1,2,3,4,5	390,930	358,000	32,930	390,930
LA County Bar Association	1,2,3,4,5	185,132	169,000	16,132	185,132
LA County Dept Consumer Affairs	1,2,3,4,5	249,397	228,000	21,397	249,397
Loyola Law School	1,2,3,4,5	457,103	418,000	39,103	457,103
Norwalk, City of	1,2,3,4,5	61,167	56,000	5,167	61,167
Subtotal		1,636,143	1,496,000	140,143	1,636,143
Court-Connected Programs					
CA Academy Mediation Professionals	3,5	150,000	137,000	13,000	150,000
Center for Conflict Resolution	1,2,3,4,5	155,000	142,000	13,000	155,000
Superior Court of CA, LA County	1,2,3,4,5	712,728	653,000	59,728	712,728
Subtotal		1,017,728	932,000	85,728	1,017,728
Youth Programs					
Asian Pacific American DRC	2	75,000	69,000	6,000	75,000
Hawthorne, City of	2	275,000	252,000	23,000	275,000
LA County Bar Association	2,3	29,367	27,000	2,367	29,367
Subtotal		379,367	348,000	31,367	379,367
TOTAL		\$3,033,238	\$2,776,000	\$257,238	\$3,033,238

(1) Funding Formula - All agencies were awarded their requested amount based on the availability of baseline and carryover funding.

CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES



AND

NAME OF CONTRACTOR

APPENDIX-A SAMPLE CONTRACT
DISPUTE RESOLUTION PROGRAM (DRP)
(SERVICES)

CONTRACT NUMBER _____

COUNTY OF LOS ANGELES
COMMUNITY AND SENIOR SERVICES
DISPUTE RESOLUTION PROGRAM (DRP)
CONTRACT

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EXHIBIT B: Statement of Work

EXHIBIT C: Budget

EXHIBIT D: DRP Performance Requirements Summary/(PRS) Chart

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Attachment II	COUNTY'S Administration
Attachment III	Charitable Contributions Certification
Attachment IV	IRS Notice 1015 (Internal Revenue Service)
Attachment V	County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception (Jury Service Program)
Attachment VI	Safely Surrendered Baby Law Fact Sheet
Attachment VII	CONTRACTOR'S Equal Employment Opportunity (EEO) Certification
Attachment VIII	CONTRACTOR Employee Acknowledgement and Confidentiality Agreement
Attachment IX	CONTRACTOR Non-Employee Acknowledgement and Confidentiality Agreement
Attachment X	Auditor-Controller Contract Accounting and Administration Handbook
Attachment XI	User Complaint Report (UCR)
Attachment XII	Cost Allocation
Attachment XIII	Joint Revenue Disclosure
Attachment XIV	CONTRACTOR'S Obligations As A "Business Associate" Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)
Attachment XV	Fixed Assets/Equipment Purchase Requirements
Attachment XVI	Inventory Control Form
Attachment XVII	Contractor Employee Jury Service Ordinance

ATTACHMENT B

Contract Number:

COUNTY OF LOS ANGELES DISPUTE RESOLUTION PROGRAM (DRP)

This Contract is made and entered into this 1st day of July **2009**, by and between the County of Los Angeles (hereinafter referred to as "COUNTY") and NAME OF CONTRACTOR, located at ADDRESS OF CONTRACTOR (hereinafter referred to as "CONTRACTOR").

RECITALS

WHEREAS, the Dispute Resolution Program Act of 1986, as defined by California Business and Professions Code Sections 465-471.5 (hereinafter referred to as "DRP"), provides Collection of Local funds for COUNTY to implement the Dispute Resolution Program (hereinafter referred to as "Program"); and

WHEREAS, the COUNTY has created a Dispute Resolution Program Special Fund pursuant to Business and Professions Code Sections 465-471.5 and has collected revenue for the Fund through the collection of civil filing fees designated for such use by the Dispute Resolution Programs Act and Regulation; and

WHEREAS, on _____, 2009, the Board of Supervisors authorized CSS to enter into an agreement with CONTRACTOR for the purpose of providing dispute resolution services resolution services to residents of Los Angeles County; and

WHEREAS, CONTRACTOR desires to participate in said Program and has warranted its qualification to provide services set forth in this Contract.

WHEREAS, on _____, 2009 the Los Angeles County Board of Supervisors authorized the Director of the Department of Community and Senior Services, or designee to, enter, execute and administer this Contract;

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the parties hereto do agree as follows:

PART I: UNIQUE TERMS AND CONDITIONS

1.0 APPLICABLE DOCUMENTS AND DEFINED TERMS

- 1.1 This Contract and the Exhibits hereto, constitute the complete and exclusive statement of understanding between the parties, which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Part II, Section 22.0 Contract Modifications/Amendments and signed by both parties.
- 1.2 Attachments I, II, III, IV, V, VI, VII, VIII, IX, X, XI, XII, XIII, XIV, XV, XVI, and XVII set forth below, are attached to and incorporated by reference in this Contract.
- 1.3 The headings, page numbers, sections, and sub-section numbers contained in this Contract are for convenience and reference only and are not intended to define the scope of any provision herein.
- 1.4 In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, contents or description of any task, deliverable, product, service, or other work between this Contract, the Mandated Program Requirements, Statement of Work, Exhibits, and Attachments, or among Exhibits and Attachments, said conflict or inconsistency shall be resolved by giving precedence as follows: 1) the Contract; 2) Exhibit A, Mandated Program Requirements; 3) Exhibit B, Statement of Work; 4) Exhibit C, Budget; 5) Exhibit D, Performance Requirement Summary (PRS) Chart; and 5) Exhibit F, the Attachments, according to the following priority:

Attachment I.	CONTRACTOR'S Administration
Attachment II.	COUNTY'S Administration
Attachment III.	Charitable Contributions Certification
Attachment IV.	Internal Revenue Notice 1015
Attachment V.	County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception Code 2.203 (Jury Service Program)
Attachment VI.	Safely Surrendered Baby Law Fact Sheet
Attachment VII.	CONTRACTOR'S Equal Employment Opportunity (EEO) Certification

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- Attachment VIII. CONTRACTOR Employee Acknowledgement and Confidentiality Agreement
- Attachment IX. CONTRACTOR Non-Employee Acknowledgement and Confidentiality Agreement
- Attachment X. Auditor-Controller Contract Accounting and Administration Handbook
- Attachment XI. User Complaint Report (UCR)
- Attachment XII. Cost Allocation
- Attachment XIII. Joint Revenue Disclosure
- Attachment XIV. CONTRACTOR'S Obligations As A "Business Associate" Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)
- Attachment XV. Fixed Assets/Equipment Purchase Requirements
- Attachment XVI. Inventory Control Form
- Attachment XVII. Contractor Employee Jury Service Ordinance

1.5 The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:

- A. "Contract": Agreement executed between COUNTY and CONTRACTOR. It sets forth the terms and conditions for the issuance and performance of the Mandated Program Requirements, Exhibit A, and Statement of Work, Exhibit B.
- B. "CONTRACTOR": The sole proprietor, partnership, or corporation that has entered into this Contract with the COUNTY to perform or execute the work covered by Exhibit A, Mandated Program Requirements, and Exhibit B, Statement of Work.
- C. "COUNTY'S Contract Management Manager" (CMM): Person designated by COUNTY with authority for COUNTY on contractual or administrative matters relating to this Contract.
- D. "COUNTY'S Contract Compliance Manager" (CCM): Person designated by COUNTY with authority for oversight of monitoring

ATTACHMENT B

activities, compliance with the requirements of this Contract, and the delivery of services.

- E. "Day" or "Days": Business day(s) unless otherwise specified.
- F. "CSS": COUNTY'S Community and Senior Services
- G. "Director": COUNTY'S Director of its Department of Community and Senior Services or her/his authorized designee.
- H. "Fiscal Year(s)": The twelve (12) month period beginning July 1st and ending the following June 30th.
- I. "Program": The State grant program(s), and local/County guidelines under which Contractor receives funds under the terms of this Contract and hereby agrees to provide services in accordance with relevant State and/or Federal law, regulations and guidelines during the term of this Contract.
- J. "Subcontract": A contract by which a third party agrees to provide services or materials necessary to fulfill an original contract.

2.0 TERM AND TERMINATION

- 2.1 The term of this Contract shall commence on July 1, _____, and shall continue through June 30, _____, unless terminated earlier or extended, in whole or in part, as provided in this Contract.
- 2.2 The COUNTY shall have the sole option to extend the Contract term for up to _____ renewals for a maximum contract term of _____ years. Such option and extension shall be exercised at the sole discretion of the Director, provided that approval of COUNTY'S Chief Executive Office (CEO) is obtained prior to any such extension.
- 2.3 CONTRACTOR shall notify COUNTY when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, CONTRACTOR shall notify COUNTY, in the manner set forth in Part I, Section 7.0, Notices, of this Contract.

3.0 CONTRACT SUM

- 3.1 COUNTY and CONTRACTOR agree that this is a cost reimbursement contract. During the term of this Contract, COUNTY shall compensate CONTRACTOR for supplying the services set forth in Exhibit A, Mandated Program Requirements.

ATTACHMENT B

- 3.2 The CONTRACTOR shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the CONTRACTOR'S duties, responsibilities, or obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the COUNTY'S express prior written approval.
- 3.3 The maximum amount of this Contract is \$_____ for the five-year period. The total maximum amount is conditioned on the continuing availability of funds. The maximum amount payable under this Contract for each of the contract years shall not exceed the applicable amount. The maximum annual amount is hereinafter known as the Maximum Contract Sum. Funding allocations following the initial year's funding allocation will be contingent upon the availability of funds.
- 3.4 CONTRACTOR shall not be paid for any Contract expenditures that exceed the maximum contract amount and CONTRACTOR agrees that COUNTY has no obligation, whatsoever, to pay for any expenditures that exceed the maximum contract amount. Any expenditure that exceeds the maximum contract amount shall become the fiscal responsibility of CONTRACTOR.
- 3.5 CONTRACTOR shall maintain a system of record keeping that will allow CONTRACTOR to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, CONTRACTOR shall notify COUNTY, in the manner set forth in Part I, Section 7.0, Notices of this Contract.
- 3.6 CONTRACTOR shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, for any service provided by CONTRACTOR after the expiration or other termination of this Contract. Should CONTRACTOR receive any such payment, CONTRACTOR shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of this Contract shall not constitute a waiver of COUNTY'S right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of this Contract.
- 3.6 CONTRACTOR has prepared and submitted to COUNTY a budget segregating direct and indirect costs and profit for the work to be performed by CONTRACTOR under this Contract, hereinafter referred to as Budget. Budgeted expenses shall be reduced by applicable CONTRACTOR revenues, which are identified thereon. The line items shall provide sufficient detail to determine the quality and quantity of services to be

delivered. This Budget is attached hereto and incorporated by reference herein as Exhibit C, Budget. CONTRACTOR represents and warrants that the Budget is true and correct in all respects, and services shall be delivered hereunder in accordance with the Budget. In the event the Maximum Contract Sum is increased pursuant to Part II, Section 22.0, hereof, Contract Modifications/Amendments, CONTRACTOR shall prepare and submit an amended Budget in accordance with this Section.

4.0 FEE WAIVERS FOR USE OF COUNTY FACILITIES

The County waives any rental fees of County owned facilities Contractor uses in the provision of free dispute resolution services for the duration of the program.

5.0 INSURANCE REQUIREMENTS

5.1 General Insurance Requirements

Without limiting CONTRACTOR'S indemnification of the COUNTY during the term of this Contract, CONTRACTOR shall provide and maintain, and shall require all of its Subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing to any other insurance or self-insurance programs maintained by COUNTY. Such coverage shall be provided and maintained at CONTRACTOR'S own expense.

5.1.1 Evidence of Insurance: Prior to commencing services under this Contract, certificate(s) or other evidence of coverage satisfactory to COUNTY shall be delivered to:

Community and Senior Services
Domestic Violence Planning,
Dispute Resolution Program
Grants Administration Division
Attention: Nusun Muhammad, Project Supervisor
3175 West Sixth Street, Box 27
Los Angeles, CA 90020

Such certificates or other evidence shall:

- 5.1.1.1 Specifically identify this Contract;
- 5.1.1.2 Clearly evidence all coverage required in this Contract;
- 5.1.1.3 Contain the express condition that COUNTY is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;

ATTACHMENT B

- 5.1.1.4 Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insured for all activities arising from this Contract; and
 - 5.1.1.5 Identify any deductibles or self-insured retentions for COUNTY'S approval. COUNTY retains the right to require CONTRACTOR to reduce or eliminate such deductibles or self-insured retentions as they apply to COUNTY, or, require CONTRACTOR to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.
- 5.1.2 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to COUNTY with an A.M. Best rating of not less than A:VII, unless otherwise approved by COUNTY.
- 5.1.3 Failure to Maintain Coverage: Failure by CONTRACTOR to maintain the required insurance, or to provide evidence of insurance coverage acceptable to COUNTY, shall constitute a material breach of this Contract upon which COUNTY may immediately terminate or suspend this Contract. COUNTY, at its sole option, may obtain damages from CONTRACTOR resulting from said breach. Alternatively, COUNTY may purchase such required insurance coverage, and without further notice to CONTRACTOR, COUNTY may deduct from sums due to CONTRACTOR any premium costs advanced by the COUNTY for such insurance.
- 5.1.4 Notification of Incidents, Claims or Suits: CONTRACTOR shall report to COUNTY:
- 5.1.4.1 Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report shall be made in writing within 24 hours.
 - 5.1.4.2 Any third party claim or lawsuit filed against CONTRACTOR arising from or related to services performed by CONTRACTOR under this Contract.

5.1.4.3 Any injury to a CONTRACTOR employee that occurs on COUNTY'S property. This report shall be submitted on a COUNTY "Non-Employee Injury Report" to COUNTY'S Contract Compliance Manager

5.1.4.4 Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY'S property, monies or securities entrusted to CONTRACTOR under the terms of this Contract.

5.1.5 Compensation for COUNTY Costs: In the event that CONTRACTOR fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to COUNTY, CONTRACTOR shall pay full compensation for all costs incurred by COUNTY.

5.1.6 Insurance Coverage Requirements for Subcontractors: CONTRACTOR shall ensure any and all Subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

5.1.6.1 CONTRACTOR providing evidence of insurance covering the activities of Subcontractors, or

5.1.6.2 CONTRACTOR providing evidence submitted by Subcontractors evidencing that Subcontractors maintain the required insurance coverage. COUNTY retains the right to obtain copies of evidence of Subcontractor insurance coverage at any time.

5.2 Insurance Coverage Requirements:

5.2.1 General Liability insurance written on Insurance Service Organization (ISO) policy form CG 00 01 or its equivalent with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

5.2.2 Automobile Liability Insurance written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than one million dollars (\$1,000,000) for each accident. Such insurance shall include

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coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto."

5.2.3 Workers' Compensation and Employer's Liability insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which CONTRACTOR is responsible. If CONTRACTOR'S employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which CONTRACTOR is responsible.

5.2.4 In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease – policy limit:	\$1 million
Disease – each employee:	\$1 million

5.2.5 Professional Liability: Insurance covering liability arising from any error, omission, negligent or wrongful act of CONTRACTOR, its officers, volunteers, or employees with limits of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate. The coverage also shall provide an extended two-year reporting period commencing upon termination or cancellation of this Contract.

5.2.6 Crime Coverage: A comprehensive crime policy in an amount not less than \$50,000 per occurrence against loss of money, securities, other property, as applicable to this Contract, for employee dishonesty, forgery or alteration, theft, disappearance and destruction, computer fraud, or burglary and robbery. Contractor shall be required to provide County with certified copies of the current certificates of insurance and policy endorsement pages, both naming County of Los Angeles as the individual loss payee as its interests appear for all contractual obligations with Contractor (named insured) and include Contractor and County's name/address and the signature/date of the insurance representative.

5.2.7 Property Coverage: In the event that CONTRACTOR rents, leases, or is loaned, any COUNTY-owned property, CONTRACTOR shall insure said property. Such insurance shall name COUNTY as Loss Payee, provide a deductible of no greater than 5% of the property value and shall include:

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5.2.7.1 Real Property: All-risk coverage, excluding earthquake and flood for the full replacement value of the property and with a deductible of no greater than five percent (5%) of replacement value.

5.2.7.2 Personal Property: Insurance covering the hazards of fire, theft, burglary, vandalism and malicious mischief for the actual cash value of property.

Such policies shall be primary in all instances and not contributing with any other insurance maintained by the County and shall name COUNTY as an additional insured.

6.0 INVOICES AND PAYMENTS

- 6.1 CONTRACTOR shall invoice County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A, Mandated Program Requirements and elsewhere hereunder. CONTRACTOR shall prepare invoices, which shall include the charges owed to CONTRACTOR by COUNTY under the terms of this Contract. CONTRACTOR'S payments shall be as provided in Exhibit C, Budget, and CONTRACTOR shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by COUNTY. If COUNTY does not approve work in writing, no payment shall be due to CONTRACTOR for that work.
- 6.2 CONTRACTOR'S invoices shall be priced in accordance with Exhibit C, Budget.
- 6.3 CONTRACTOR'S invoices shall reflect the information set forth in Exhibit A, Mandated Program Requirements, and Exhibit B, Statement of Work, describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- 6.4 CONTRACTOR shall submit monthly invoices to COUNTY no later than the 25th calendar day of the month that follows the month in which services were provided (i.e., all services provided during the month of October shall be invoiced/reported by November 25th for reimbursement). In the event that the 25th calendar day falls on a Saturday, Sunday or national holiday, CONTRACTOR shall submit the invoice by the following business day. COUNTY reserves the right to modify the due date(s) for the submission of invoices as needed in order to meet regulatory deadlines. Any invoice submitted more than thirty (30) days after the last day of the month in which the services were rendered shall constitute a "past due invoice." Notwithstanding any other provision of this Contract, CONTRACTOR and COUNTY agree that COUNTY shall have no obligation whatsoever to pay any past due invoices. The COUNTY may, in its sole discretion, pay some

or all of a past due invoice which CONTRACTOR has submitted, provided that sufficient funds remain available under this Contract. The time frames in this Subsection shall also apply to the submission of CONTRACTOR'S final invoice.

6.4.1 Adjustments to Prior Invoices:

CONTRACTOR is responsible for ensuring the accuracy and completeness in monthly invoices submitted. In the event that the CONTRACTOR determines that an invoice previously submitted, processed, and approved by COUNTY requires modification due to either over-reporting or under-reporting, adjustments shall be made using the procedures outlined in Subsections 6.4.2 and 6.4.3.

6.4.2 Quarterly Submission of Adjustments:

In the event that CONTRACTOR is authorized to make adjustments/revisions to invoices; the revisions shall be made and reported on a quarterly basis using the designated authorization form established by COUNTY.

6.4.2.1 CONTRACTOR shall complete an authorization form by listing all adjustments requested for the quarter. This form shall be submitted to COUNTY prior to billing for the first month in the quarter following the adjustment month(s). For example, adjustments for the billing months of July and August will be requested when preparing the October billing.

6.4.2.2 Upon COUNTY approval of the request for invoice revision, CONTRACTOR shall report these adjustments using the invoice for the first billing month of the subsequent quarter (i.e., adjustments are permitted during the billing months of October, January, April and June; any adjustments requested beyond these periods indicated will not be authorized.

6.4.2.3 Once the adjustment(s) has/have been approved and /or authorized by COUNTY, and CONTRACTOR has submitted it as part of its invoice/billing, no other adjustments can be requested for that quarter. During the last quarter, all adjustments for the months of April and May can be requested and, if approved, invoiced with the June billing. COUNTY will not authorize adjustments for the last quarter unless a request for said adjustment is submitted by CONTRACTOR as part of the June billing.

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Adjustment(s) to be billed for month of:	Shall be requested and reported by the billing month of:
--	--

July-September	October
October-December	January
January-March	April
April-May	June

6.4.3 Approval of Requests:

Upon COUNTY approval of CONTRACTOR'S request for revision, CONTRACTOR shall prepare the invoice, which incorporates the authorized adjustments. CONTRACTOR shall report data for the current billing period by taking the current units served and adding/subtracting the COUNTY approved adjustments. CONTRACTOR shall be responsible for maintaining all supporting documentation for monitoring and auditing purposes consistent with Part II, Section 65.0 Records.

- 6.5 All invoices under this Contract shall be submitted in duplicate to the following address:

County of Los Angeles
Community and Senior Services
Domestic Violence Planning
Dispute Resolution Services
Grants Administration Division
Attention: Nusun Muhammad Project Supervisor
3175 West Sixth Street, Box 27
Los Angeles, CA 90020

- 6.6 All invoices submitted by CONTRACTOR for payment must have the written approval of COUNTY'S Contract Management Manager prior to any payment thereof. In no event shall COUNTY be liable or responsible for any payment prior to such written approval.
- 6.7 Expenditures made by CONTRACTOR in the operation of this Contract shall be in compliance and in conformity with the Office of Management and Budget (OMB) Circulars and applicable provisions of the Code of Federal Regulations. This includes, but is not limited to the following: CONTRACTOR shall adhere to strict fiscal and accounting standards and shall comply with Title 29 Code of Federal Regulations (CFR) Part 97 – Uniform Administrative Requirements for State and Local Governments, the Cost Principles of the Federal Office of Management and Budget (OMB) Circular A-21 for educational institutions, OMB Circular A-87 for state, local and Indian tribe governments, OMB Circular A-122 for non-profit organizations, OMB Circular A-102 for grants and cooperative

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Contracts with state and local government agencies, OMB Circular A-133 for audits of states, local governments and non-profit organizations, and OMB Circular A-110 for uniform administrative requirements for grants and contracts with institutions of higher education, hospitals, and other non-profit organizations. CONTRACTOR is responsible for obtaining the most recent version of these Circulars, which are available online via the Internet at <http://www.whitehouse.gov/omb/circulars/index.html>.

- 6.8 Payment to CONTRACTOR will be made in arrears on a monthly basis for services performed, provided that CONTRACTOR is not in default under any provision of this Contract. COUNTY has no obligation to pay for any work except those services expressly authorized by this Contract.
- 6.9 In compliance with Internal Revenue Service (IRS) requirements, CONTRACTOR shall provide CONTRACTOR'S Tax Identification Number to COUNTY.
- 6.10 CONTRACTOR is responsible for the accuracy of invoices submitted to COUNTY. Further, it is the responsibility of CONTRACTOR to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by CONTRACTOR and to notify COUNTY of any overpayments received by CONTRACTOR. Overpayment received by CONTRACTOR, as determined by COUNTY, or designee, shall be returned to COUNTY by CONTRACTOR within thirty (30) days of receiving notification of such overpayment from COUNTY, or may be used at COUNTY'S election to offset future payments due CONTRACTOR. Notwithstanding any other provision of this Contract, CONTRACTOR shall return to COUNTY any and all payments, which exceed the Maximum Contract Sum. Furthermore, CONTRACTOR shall return said payments within thirty (30) days of receiving notification of overpayment from COUNTY or immediately upon discovering such overpayment, whichever date is earlier.
- 6.11 CONTRACTOR shall not be paid for expenditures beyond the Maximum Contract Sum, and CONTRACTOR agrees that COUNTY has no obligation, whatsoever, to pay for any expenditures by CONTRACTOR that exceed the contract sum.
- 6.12 Failure to submit required documents, including but not limited to those listed in Exhibit F, Attachments, may result in suspension of payments.
- 6.13 Certified Local Small Business Enterprises will receive prompt payment for services they provide to County departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice.

7.0 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibit F, Attachment I, CONTRACTOR'S Administration and Exhibit F, Attachment II, COUNTY'S Administration. Addresses may be changed by either party giving ten (10) business days prior written notice thereof to the other party. The CSS Director, or her/his designee, shall have the authority to issue all notices or demands required or permitted by COUNTY under this Contract.

- 7.1. Notices and envelopes containing same notice to COUNTY shall be addressed to:

Nusun Muhammad, Project Supervisor
Community and Senior Services
Domestic Violence Planning
Dispute Resolution Program Grants Administration
3175 West 6th Street, Room 304
Los Angeles, CA 90020

- 7.2 Change of Address – Either party can designate a new address by giving written notice to the other party.

8.0 PROGRAM REPORTING

CONTRACTOR shall submit the following reports to COUNTY:

- 8.1 Monthly Program Report: One (1) original copy of the program report (if more than one program, submit a program report per program and summary of all programs) is to be submitted no later than the twenty-fifth (25th) day of each month.
- 8.2 Monthly Case Information Report: One (1) original copy of the case information report (if more than one program, submit a program report per program and summary of all programs) is to be submitted no later than the fifteenth (25th) day of each month.

9.0 PROPERTY

- 9.1 Unless otherwise provided for in this Section 9.0, property refers to all assets, capitalized or non-capitalized, used in operation of this Contract. Property that is capitalized is referred to as property, plant, and equipment. Property includes land, buildings, improvements, machinery, vehicles,

furniture, tools, intangibles, etc. Property does not include consumable office supplies such as paper, pencils, typing ribbons, file folders, etc.

- 9.2 Property meeting all of the following criteria is subject to the capitalization requirements. Such property must:

9.2.1 Have a normal useful life of at least one (1) year.

9.2.2 Have a unit acquisition cost of at least \$5,000 (e.g., four identical assets, which cost \$3,000 each, for a \$12,000 total would not meet this capitalization requirement); and

9.2.3 Be used to conduct business under this Contract.

9.2.4 As used in this Contract, the term "equipment" shall refer only to capitalized property.

- 9.3 Non-capitalized property are those items which do not meet all three (3) requirements in sub section 9.2 above.

- 9.4 Additions, improvements, and betterments to assets meeting all of the conditions in Sub section 9.2 above must be capitalized. Additions typically involve physical extensions of existing units. Improvements and betterments typically do not increase the physical size of the asset. Instead, improvements and betterments enhance the condition of an asset (e.g., extend life, increase service capacity, and lower operating costs). Examples of assets that might be improved and bettered include roads, bridges, curbs and gutters, tunnels, parking lots, streets and sidewalks, drainage, and lighting systems.

- 9.5 Intangibles are property which lack physical substance but give valuable rights to the owner and can be capitalized or non-capitalized. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible equipment (e.g., computer printer, terminal, etc.). Costs include all amounts incurred to acquire and to ready the intangible asset for its intended use. Typical intangible property costs include the purchase price, legal fees, and other costs incurred to obtain title to the asset.

- 9.6 CONTRACTOR shall record the following information when property is acquired:

9.6.1 Date acquired;

9.6.2 Property description (include model number);

- 9.6.3 Property identification number (serial number);
- 9.6.4 Cost or other basis of valuation;
- 9.6.5 Fund source; and
- 9.6.6 Rate of depreciation (or depreciation schedule), if applicable.
- 9.7 CONTRACTOR shall keep track of property purchased with Contract funds, whether capitalized or not. CONTRACTOR shall submit to COUNTY, upon request and annually with the Expenditure Closeout Report, a current inventory of property furnished or purchased by the CONTRACTOR with funds awarded under the terms of this Contract or any predecessor agreement for the same purpose. CONTRACTOR shall maintain an annual inventory of property furnished or purchased by the Subcontractor with funds awarded under the terms of this Contract or any predecessor agreement for the same purpose. CONTRACTOR shall reference Exhibit F, Attachment XV, Fixed Assets/Equipment Purchase Requirements document and use Exhibit F, Attachment XVI, Inventory Control Form to report property to the COUNTY.
- 9.8 Prior to disposal of any property purchased by CONTRACTOR with funds from this Contract or acquired by CONTRACTOR under any predecessor agreement for the same purpose, CONTRACTOR must obtain approval from COUNTY regardless of the acquisition value. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from COUNTY. CONTRACTOR shall reference Exhibit F, Attachment XV, Fixed Assets/Equipment Purchase Requirements to dispose of property.
- 9.9 CONTRACTOR shall immediately report the loss, destruction, or theft of property purchased with funds from this Contract or acquired by CONTRACTOR under any predecessor agreement for the same purpose to COUNTY upon notice that such event has occurred. CONTRACTOR shall promptly investigate and fully document the loss, destruction, or theft of such property. Such documentation shall be provided to COUNTY within five (5) days following such loss, destruction, or theft and should be mailed to the attention of CMM at: County of Los Angeles Community and Senior Services, Contracts Management Division, 3175 West Sixth Street, Box 24, Los Angeles, CA 90020.
- 9.10 The COUNTY reserves title to all grant-purchased or financed property not fully consumed in the performance of this Contract, unless otherwise required by Federal law or regulations or as otherwise agreed by the parties.

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- 9.11 CONTRACTOR shall exercise due care in the use, maintenance, protection, and preservation of property purchased with funds from this Contract or acquired by CONTRACTOR under any predecessor agreement for the same purpose during the period of the project, and shall assume responsibility for replacement or repair of such property during the period of the project, until the CONTRACTOR has complied with all written instructions from the COUNTY regarding the final disposition of the property.
- 9.12 In the event of CONTRACTOR'S dissolution or upon termination of this Contract, CONTRACTOR shall provide a final property inventory to COUNTY. COUNTY reserves the right to require CONTRACTOR to transfer such property to another entity, including but not limited to the COUNTY or the State.
- 9.13 To exercise the above right, no later than 140 days after termination of the Contract or notification of the CONTRACTOR'S dissolution, COUNTY will issue specific written disposition instructions to CONTRACTOR.
- 9.14 CONTRACTOR shall use property purchased with funds from this Contract, or acquired by CONTRACTOR under any predecessor agreement for the same purpose, for the purpose for which it was intended under the Contract. When no longer needed for that use, CONTRACTOR shall use it, if needed, and with written approval of COUNTY for other purposes in this order:
- 9.14.1 Another program providing the same or similar service; or
- 9.14.2 State-funded program.
- 9.15 CONTRACTOR may share use of the property and equipment or allow use by other programs, upon written approval of COUNTY. As a condition of the approval, COUNTY may require reimbursement under this Contract for its use.
- 9.16 CONTRACTOR shall not use equipment or supplies acquired under this Contract with State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.
- 9.17 If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the Budget.
- 9.18 Any vehicles purchased with grant funds received through the COUNTY in previous contract years and which are currently in the possession of CONTRACTOR shall be registered in the name of CONTRACTOR only.

- 9.19 CONTRACTOR indemnifies COUNTY for any loss resulting from the operation of any equipment purchased with grant funds received through COUNTY during this, or any previous, Contract period.

10.0 SUBMISSION OF ANNUAL FINANCIAL PROGRAM SPECIFIC AUDIT

The CONTRACTOR shall obtain and finance annually (at County fiscal year-end) an independent audit in compliance with CSS DRP Bulletin 2003:01 Financial Audit Requirements.

- 10.1 CONTRACTOR shall submit a yearly report for each fiscal year in which funding is received under this Contract. This report shall be prepared by an independent accountant and shall describe and assess CONTRACTOR's fiscal practices and status. The report shall be delivered to the Los Angeles County Board of Supervisors, or designee, and to the California Department of Consumer Affairs no later than ninety (90) days after the each Contract term.
- 10.2 CONTRACTOR shall submit annually, or within ninety (90) days of the end of each Contract term, to the Los Angeles County Board of Supervisors, or designee, and the California Department of Consumer Affairs, a final reconciliation of actual revenues and expenses compared with the estimated budget for the Contract term.
- 10.3 To the extent such audit contains findings and/or recommends corrective action with respect to cited deficiencies, improprieties, and/or questionable costs or activity, CONTRACTOR shall also present with the audit a detailed corrective action plan which shall be implemented prior to final payment due the CONTRACTOR for any given fiscal year. Said corrective action plan shall be subject to COUNTY approval prior to implementation.

11.0 MONITORING

COUNTY will monitor CONTRACTOR services under this Contract on a regular basis and may conduct unannounced site visits to ensure Contract compliance. Results of the monitoring efforts will be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of non-compliance. Monitoring activities may include, but are not limited to, interviewing CONTRACTOR employees and program Participants and entering any premises or any site in which any of the program services or activities funded are being conducted, or in which any records of CONTRACTOR are kept. All information will be maintained in a confidential manner in accordance with any and all Federal, State, and Local laws.

12.0 TRAVEL OUTSIDE COUNTY OF LOS ANGELES

Contractor shall not incur any expenditure for travel outside of Los Angeles County without prior written approval of CMM, or her/his designee. Such expenditures are limited to direct program costs, training, volunteer and staff mileage, and parking reimbursement.

13.0 ACTIVITIES PROHIBITED

- 13.1 CONTRACTOR certifies that no currently employed worker shall be displaced by any Participant (including partial displacement such as reduction in the hours of non-overtime work, wages, or employment benefits).
- 13.2 No Participant shall be employed or job opening filled: (1) when any other Individual is on layoff from the same or any substantially equivalent job, or (2) when the employer has terminated any regular employee without cause or otherwise reduced its workforce with the intention of filling the vacancy so created by hiring a Participant whose wages are subsidized under the Program.

**PART II:
COMMUNITY AND SENIOR SERVICES STANDARD TERMS AND CONDITIONS**

1.0 ADMINISTRATION OF CONTRACT – COUNTY

A listing of all COUNTY Administration information referenced in the following Subsections is designated in Exhibit F, Attachment II, COUNTY'S Administration. COUNTY shall notify CONTRACTOR in writing of any change in the names or addresses shown.

- 1.1 COUNTY'S Contract Management Manager (CMM): Person designated by COUNTY with authority for COUNTY on contractual or administrative matters relating to this Contract.

The responsibilities of CMM include:

- 1.1.1 Meeting with CONTRACTOR'S Program Director on a regular basis;
- 1.1.2 Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of CONTRACTOR;
- 1.1.3 Ensuring that the objectives of this Contract are met;
- 1.1.4 Making changes in the terms and conditions of this Contract in accordance with Part II, Section 21.0, Contract Modifications/Amendments; and
- 1.1.5 Providing direction to CONTRACTOR in the areas relating to COUNTY policy, information requirements, and procedural requirements.

COUNTY'S CMM is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate COUNTY.

- 1.2 COUNTY'S Contract Compliance Manager (CCM): Person designated by COUNTY with authority for oversight of monitoring activities, compliance with the requirements of this Contract and the delivery of services.

2.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

2.1 CONTRACTOR'S Program Director

2.1.1 CONTRACTOR'S Project Supervisor is designated in CONTRACTOR'S Administration, Exhibit F, Attachment I. CONTRACTOR shall notify COUNTY in writing of any change in the name or address of CONTRACTOR'S Project Supervisor.

2.1.2 CONTRACTOR'S Project Supervisor shall be responsible for CONTRACTOR'S day-to-day activities as related to this Contract and shall coordinate with COUNTY'S CMM and CCM on a regular basis.

2.2 CONTRACTOR'S Staff Identification

2.2.1 CONTRACTOR shall provide, at CONTRACTOR's expense, all staff assigned to this Contract with a photo identification badge in accordance with COUNTY specifications. Specifications may change at the discretion of COUNTY and CONTRACTOR will be provided new specifications as required. The format and content of the badge is subject to COUNTY'S approval prior to CONTRACTOR implementing the use of the badge. CONTRACTOR staff, while on duty or when entering a COUNTY facility or its grounds, shall prominently display the photo identification badge on the upper part of the body.

2.2.2 CONTRACTOR shall notify COUNTY within a period not to exceed one (1) week, when staff is terminated from working on this Contract. CONTRACTOR is responsible to retrieve and immediately destroy the staff's photo identification badge at the time of removal from COUNTY Contract.

2.2.3 If COUNTY requests the removal of CONTRACTOR'S staff, CONTRACTOR is responsible to for retrieving and immediately destroying CONTRACTOR'S staff's Program photo identification badge at the time of removal from working on this Contract.

2.3 BACKGROUND AND SECURITY INVESTIGATIONS

2.3.1 At any time prior to or during term of this Contract, COUNTY may require that all CONTRACTOR staff performing work under this Contract undergo and pass, to the satisfaction of COUNTY, a background investigation, as a condition of beginning and continuing to work under this Contract. COUNTY shall use its discretion in determining the method of background clearance to be used, up to

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and including a COUNTY performed fingerprint security clearance. The fees associated with obtaining the background information shall be at the expense of CONTRACTOR, regardless if CONTRACTOR'S staff passes or fails the background clearance investigation.

- 2.3.2 COUNTY may request that CONTRACTOR'S staff be immediately removed from working on this Contract at any time during the term of this Contract. COUNTY will not provide to CONTRACTOR or to CONTRACTOR'S staff any information obtained through COUNTY conducted background clearance.
- 2.3.3 No personnel employed by the CONTRACTOR for this project shall be on active probation or parole currently or within the last three (3) years.
- 2.3.4 COUNTY may immediately (at the sole discretion of COUNTY), deny or terminate facility access to CONTRACTOR'S staff who do not pass such investigation(s) to the satisfaction of COUNTY whose background or conduct is incompatible with COUNTY facility access.
- 2.3.5 CONTRACTOR and employees of CONTRACTOR including current and prospective employees, independent contractors, volunteers, or subcontractors who may come in contact with people in the course of their work, volunteer activity, or performance of the subcontract shall be under continuing obligation to disclose any prior or subsequent criminal conviction record or any pending criminal trial to Community and Senior Services (CSS). Such records shall be maintained in the file of each such person.
- 2.3.6 CONTRACTOR shall immediately notify COUNTY of any arrest and/or subsequent conviction, other than for minor traffic offenses, of any employee, independent contractor, volunteer staff, or subcontractor who may come into contact with children while providing services under this Contract when such information becomes known to CONTRACTOR.
- 2.3.7 Disqualification, if any, of CONTRACTOR staff, pursuant to this Sub section 2.3 shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this Contract.

3.0 ALLEGATIONS OF FRAUD AND/OR ABUSE

In the event of allegations of fraud or abuse (fraud and abuse as defined in appropriate Program provisions and regulations), County reserves the right to withhold ten percent (10%) of the Contract amount or the amount of the final request for payment, whichever is greater, on a completed program until a determination is issued in writing by CSS Director or authorized designee that withheld funds should be released to CONTRACTOR. Such written determination shall not supersede or replace the final report.

4.0 AMERICANS WITH DISABILITIES ACT (ADA)

CONTRACTOR agrees to abide by all applicable Federal, State and local laws including the Americans with Disabilities Act (ADA) and its requirement to provide reasonable accommodations and auxiliary aids or services, unless compliance with the ADA would place an undue financial burden on, or would fundamentally alter the nature of, CONTRACTOR'S program.

5.0 ASSIGNMENT AND DELEGATION

- 5.1 CONTRACTOR shall not assign its rights or delegate its duties under this Contract, or both, either in whole or in part, without the prior written consent of COUNTY, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Subsection, COUNTY consent shall require a written amendment to this Contract, which is formally approved and executed by the parties. Any payments by COUNTY to any approved delegate or assignee on any claim under this Contract shall be deductible, at COUNTY'S sole discretion, against the claims which CONTRACTOR may have against COUNTY.
- 5.2 Shareholders, partners, members, or other equity holders of CONTRACTOR may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of CONTRACTOR to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Contract, such disposition is an assignment requiring the prior written consent of COUNTY in accordance with applicable provisions of this Contract.
- 5.3 Any assumption, assignment, delegation, or takeover of any of CONTRACTOR'S duties, responsibilities, obligations, or performance of same by any entity other than CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without COUNTY'S express prior written approval, shall be a material

breach of this Contract which may result in the termination of this Contract. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR.

6.0 AUTHORIZATION WARRANTY

CONTRACTOR represents and warrants that the person executing this Contract for CONTRACTOR is an authorized agent who has actual authority to bind CONTRACTOR to each and every term, condition, and obligation of this Contract and that all requirements of CONTRACTOR have been fulfilled to provide such actual authority.

7.0 BUDGET REDUCTIONS

In the event that COUNTY'S Board of Supervisors adopts, in any fiscal year, a COUNTY budget which provides for reductions in the salaries and benefits paid to the majority of COUNTY employees and imposes similar reductions with respect to COUNTY Contracts, COUNTY reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by CONTRACTOR under this Contract shall also be reduced correspondingly. COUNTY'S notice to CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, CONTRACTOR shall continue to provide all of the services set forth in this Contract.

8.0 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS (45C.F.R. part 76)

CONTRACTOR hereby acknowledges that COUNTY is prohibited from contracting with and/or making sub-awards to parties that are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this contract, CONTRACTOR certifies that neither it nor any of its owners, officers, partners, directors, or other principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further by executing this Contract, CONTRACTOR certifies that, to its knowledge, none of its Subcontractors, at any tier, or any owner, officer, partner, director or other principal of any Subcontractors is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. CONTRACTOR shall immediately notify COUNTY in writing, during the term of this Contract, should it or any of its Subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from

securing federally funded contracts. Failure of CONTRACTOR to comply with this provision shall constitute a material breach of this Contract upon which COUNTY may immediately terminate or suspend this Contract.

9.0 CHILD/ELDER ABUSE AND FRAUD PREVENTION REPORTING

- 9.1 CONTRACTOR staff working on this Contract shall comply with California Penal Code (hereinafter "PC") Section 11164 et seq. and shall report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections. Child abuse reports shall be made by telephone to the Department of Children and Family Services hotline at (800) 540-4000 within 24 hours and shall submit all required information, in accordance with the PC Sections 11166 and 11167.
- 9.2 CONTRACTOR staff working on this Contract shall comply with California Welfare and Institutions Code (WIC), Section 15600 et seq. and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate COUNTY adult protective services agency or to a local law enforcement agency, as mandated by these code sections. The CONTRACTOR staff working on this Contract shall make the report on such abuse, and shall submit all required information, in accordance with the WIC Sections 15630, 15633 and 15633.5.
- 93 Contractor staff working on this Contract shall also immediately report all suspected or actual welfare fraud situations to the COUNTY.

10.0 CHILD SUPPORT COMPLIANCE PROGRAM

- 10.1 CONTRACTOR'S Warranty of Adherence to COUNTY'S Child Support Compliance Program
- 10.1.1 CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals who benefit financially from COUNTY through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon COUNTY and its taxpayers.
- 10.1.2 As required by COUNTY'S Child Support Compliance Program (County Code Chapter 2.200) and without limiting CONTRACTOR'S duty under this Contract to comply with all applicable provisions of law, CONTRACTOR warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage

and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

10.2 Termination for Breach of Warranty to Maintain Compliance with COUNTY'S Child Support Compliance Program

Failure of CONTRACTOR to maintain compliance with the requirements set forth in Sub-section 10.1, "CONTRACTOR'S Warranty of Adherence to COUNTY'S Child Support Compliance Program", shall constitute default under this Contract. Without limiting the rights and remedies available to COUNTY under any other provision of this Contract, failure of CONTRACTOR to cure such default within ninety (90) calendar days of written notice shall be grounds upon which COUNTY may terminate this Contract pursuant to Part II, Section 71.0 "Termination for CONTRACTOR'S Default", and pursue debarment of CONTRACTOR, pursuant to COUNTY Code Chapter 2.202.

11.0 COMPLAINTS

11.1 CONTRACTOR shall establish a written procedure to resolve client grievances. At the request of COUNTY'S Contract Management Manager, CONTRACTOR shall submit such procedures to COUNTY within five (5) calendar days from the date of the request.

11.1.1 General Grievance Procedures

11.1.1.1 CONTRACTOR shall develop, maintain and operate procedures for receiving, investigating and responding to user complaints. CONTRACTOR shall submit said procedures to COUNTY within fifteen (15) business days after this Contract's effective date for approval.

11.1.1.2 If, at any time, CONTRACTOR wishes to change their user complaint policy, CONTRACTOR shall submit changes to COUNTY for approval before implementation.

11.1.1.3 If COUNTY requests changes in CONTRACTOR'S policy, CONTRACTOR shall make such changes and resubmit the plan to COUNTY within five (5) business days.

11.1.1.4 CONTRACTOR shall preliminarily investigate all complaints and notify COUNTY'S Contract Management Manager of the status of the investigation within five (5) business days of receiving the complaint.

11.1.1.5 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

11.1.1.6 Copies of all written complaint responses shall be sent to COUNTY's Contract Management Manager within five (5) business days of mailing to the complainant.

12.0 COMPLETION OF CONTRACT

Sixty (60) calendar days prior to expiration of this Contract (or shorter time period if notified by COUNTY), CONTRACTOR shall allow COUNTY or newly selected CONTRACTOR a transition period for orientation purposes and the orderly transition of CONTRACTOR'S current operation without additional cost to COUNTY. CONTRACTOR shall continue to process work timely/accurately so that the operation is current at expiration of this CONTRACT. If CONTRACTOR fails to adhere to the above work and standards, the COUNTY shall have the right to withhold fifty percent (50%) to one-hundred percent (100%) of the last two (2) months' payments owed CONTRACTOR.

13.0 COMPLIANCE WITH APPLICABLE LAWS

13.1 CONTRACTOR certifies and agrees that it fully complies with all applicable requirements of the Program regulations, as well as rules, ordinances, court rules, municipal laws, directives, and policies issued pursuant to the enabling statute(s) and/or State regulation or law. This includes compliance with mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 24, California Administrative Code) and compliance with Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15). CONTRACTOR shall be responsible for any relevant changes in the law, including, but not limited to, changes in Program regulations, rules, ordinances, court rules, municipal laws, directives and policies issued pursuant to the enabling statute(s) and/or State regulation or law. CONTRACTOR shall also comply with all applicable ordinances, rules, policies, directives, and procedures issued or adopted by COUNTY for which CONTRACTOR is provided actual or constructive notice. COUNTY reserves the right to review CONTRACTOR procedures to ensure compliance with the statutes, ordinances, regulations, rules, rulings, policies and procedures of the State and the Federal government, as applicable.

13.2 CONTRACTOR agrees to comply with all applicable Federal, State and local laws, rules, regulations, ordinances and directives, and all provisions required thereby to be included herein, are hereby incorporated by this reference.

- 13.3 CONTRACTOR shall comply with mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 24, California Administrative Code) and the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- 13.4 Failure by CONTRACTOR to comply with such laws and regulations shall be a material breach of this Contract and may result in termination of this Contract.
- 13.5 CONTRACTOR shall indemnify and hold COUNTY harmless from and against any and all damage, liability, costs or subcontractor costs, and expenses including but not limited to, defense costs and attorney's fees arising from or related to, any violation by CONTRACTOR, its agents, officers and employees or Subcontractors of any laws, rules, regulations, ordinances, and directives.

14.0 COMPLIANCE WITH CIVIL RIGHTS LAWS

CONTRACTOR hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, sexual orientation, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. CONTRACTOR shall comply with Exhibit F, Attachment VII, CONTRACTOR'S Equal Employment Opportunity (EEO) Certification.

15.0 COMPLIANCE WITH JURY SERVICE PROGRAM

- 15.1 This Contract is subject to the provisions of COUNTY'S ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached hereto as Exhibit F, Attachment V, and incorporated by reference into and made a part of this Contract.

15.1.1 Written Employee Jury Service Policy

- 15.1.1.1 Unless CONTRACTOR has demonstrated to COUNTY'S satisfaction either that CONTRACTOR is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that CONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), CONTRACTOR shall have and adhere to a written policy

that provides that its Employees shall receive from CONTRACTOR, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with CONTRACTOR or that CONTRACTOR deduct from the Employee's regular pay the fees received for jury service.

- 15.1.1.2 For purposes of this Subsection, "CONTRACTOR" means a person, partnership, corporation or other entity which has a contract with COUNTY or a subcontract with a COUNTY contractor and has received or will receive an aggregate sum of Fifty Thousand Dollars (\$50,000) or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full time employee of CONTRACTOR. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by COUNTY, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If CONTRACTOR uses any Subcontractor to perform services for COUNTY under this Contract, the Subcontractor shall also be subject to the provisions of this Section 15.0 The provisions of this Subsection 15.1.1.2 shall be inserted into any such subcontract and a copy of the Jury Service Program shall be attached to the agreement.
- 15.1.1.3 If CONTRACTOR is not required to comply with the Jury Service Program when this Contract commences, CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and CONTRACTOR shall immediately notify COUNTY if CONTRACTOR at any time either comes within the Jury Service Program's definition of "CONTRACTOR" or if CONTRACTOR no longer qualifies for an exception to the Jury Service Program. In either event, CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. COUNTY may also require, at any time during the term of this Contract and at its sole discretion, that CONTRACTOR demonstrate to COUNTY'S satisfaction

that CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "CONTRACTOR" and/or that CONTRACTOR continues to qualify for an exception to the Jury Service Program.

- 15.1.1.4 CONTRACTOR'S violation of this Section may constitute a material breach of this Contract. In the event of such material breach, COUNTY may, in its sole discretion, terminate this Contract and/or bar CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

16.0 CONDUCT OF PROGRAM

CONTRACTOR shall abide by all terms and conditions imposed and required by this Contract and shall comply with all subsequent revisions, modifications, and administrative and statutory changes made by the County, State, and all applicable provisions of the County, State and Federal regulations. Failure by CONTRACTOR to comply with provisions, requirements or conditions of this Contract, including but not limited to performance documentation, reporting, audit, and evaluation requirements, shall be a material breach of this Contract and may result in the withholding of payments, financial penalties, and/or termination as stated herein.

17.0 CONFIDENTIALITY

- 17.1 CONTRACTOR shall maintain the confidentiality of any information regarding a program participant(s)/client(s), and the immediate family of any applicant or participant(s)/client(s), that identifies or may be used to identify them and which may be obtained through application forms, interviews, tests, reports from the public agencies or counselors, or any other source. CONTRACTOR shall not divulge such information without the permission of the participant(s)/client(s), and upon agreement by COUNTY's CMM, except for disclosures required by court process, order, or decree, and except that information which is necessary for purposes related to the performance, operation or evaluation of this Contract. Such information may be divulged to parties having responsibilities under this Contract for monitoring or evaluating the services and performances under this Contract and to governmental authorities to the extent necessary for the proper administration of the program.
- 17.2 CONTRACTOR shall notify COUNTY of any and all requests for release of information at least five (5) business days prior to release of said information. CONTRACTOR shall not release said information without COUNTY'S approval.

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- 17.3 Data (information) received from State departments/agencies is confidential when it identifies an individual, or an employing unit. Confidential information is not open to the public and requires special precautions to protect it from loss, unauthorized use, access, disclosure, modification, and destruction. CONTRACTOR agrees to keep all information furnished by a State agency/department strictly confidential, and make the information available to its own employees on a "need-to-know" basis, as specifically authorized in this Contract. CONTRACTOR agrees to instruct all employees with State information access regarding the confidentiality of this information, and the sanctions against unauthorized use, and the California Unemployment Insurance Code (Section 2111). CONTRACTOR agrees to store and process information electronically, in a manner that renders it irretrievable by unauthorized computer, remote terminal, or other means. Confidential information should be returned promptly to COUNTY and/or all copies/derivations should be destroyed when no longer in use. An approved method of confidential information destruction must be approved by COUNTY and thereafter must be used. Approved methods include shredding, burning, or certified or witnessed destruction. Magnetic media are to be demagnetized, or returned to the involved State department/agency. In no event shall said information be disclosed to any individual outside of CONTRACTOR staff, and/or their employees.
- 17.4 CONTRACTOR shall cause each non-employee performing services covered by this Contract to sign and adhere to Exhibit F, Attachment IX, "CONTRACTOR Non-Employee Acknowledgment and Confidentiality Agreement."
- 17.5 CONTRACTOR shall cause each CONTRACTOR's employee to sign and adhere to Exhibit F, Attachment VIII, "CONTRACTOR Employee Acknowledgement and Confidentiality Agreement."
- 17.6 CONTRACTOR shall notify COUNTY of any attempt to obtain confidential records through the legal process.
- 17.7 CONTRACTOR agrees to notify COUNTY in writing within twenty-four (24) hours of any actual or suspected misuse, misappropriation, unauthorized disclosure of, or unauthorized access to Confidential Information that may come to CONTRACTOR'S attention, and that includes unauthorized access to CONTRACTOR'S computer or computers (including those of any Subcontractor involved in the Relationship) containing CONTRACTOR'S or COUNTY'S Confidential Information related to this Contract, including names and information of referred participants. Unauthorized access may include a virus or worm that penetrates and gains access to a computer and places a back door or keystroke logger on it, or a directed hack/crack that gains access to and some control over a computer.

- 17.8 CONTRACTOR shall comply with all applicable laws pertaining to confidentiality. This shall include, but is not limited to, the confidentiality provisions of Section 827 and Section 10850 of the California Welfare and Institutions Code and MPP Division 19.

18.0 CONFLICT OF INTEREST

- 18.1 No COUNTY employee whose position in COUNTY enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by CONTRACTOR or have any other direct or indirect financial interest in this Contract. No officer or employee of CONTRACTOR who may financially benefit from the performance of work hereunder shall in any way participate in COUNTY'S approval, or ongoing evaluation of such work, or in any way attempt to unlawfully influence COUNTY'S approval or ongoing evaluation of such work.
- 18.2 CONTRACTOR shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. CONTRACTOR warrants that it is not now aware of any facts that create a conflict of interest. If CONTRACTOR hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to COUNTY. Full written disclosure shall include, but is not limited to, identification of all persons implicated and complete description of all relevant circumstances. Failure to comply with the provisions of this Section shall be a material breach of this Contract.

19.0 CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT

- 19.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract, CONTRACTOR shall give consideration for any such employment openings to participants in the COUNTY'S Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet CONTRACTOR'S minimum qualifications for the open position. For this purpose, consideration shall mean that CONTRACTOR will interview qualified candidates. COUNTY will refer GAIN/GROW participants, by job category, to CONTRACTOR.
- 19.2 In the event that both laid-off COUNTY employees and GAIN/GROW participants are available for hiring, COUNTY employees shall be given first priority.

20.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS OR ON REEMPLOYMENT LIST

- 20.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, CONTRACTOR shall give first consideration for such employment openings to qualified permanent COUNTY employees who are targeted for layoff or qualified former COUNTY employees who are on a reemployment list during the life of this Contract.

21.0 CONTRACT ACCOUNTING AND FINANCIAL REPORTING

- 21.1 CONTRACTOR shall establish and maintain an accounting system including internal controls and financial reporting, which shall meet the minimum requirements for Contract Accounting as described in Exhibit F, Attachment X, Auditor-Controller Contract Accounting and Administration Handbook.

- 21.2 CONTRACTOR shall maintain supporting documentation for all accruals reported. Accruals which are not properly supported may be disallowed upon audit.

- 21.3 CONTRACTOR shall submit the following reports for the Program to COUNTY:

21.3.1 Fiscal Reporting:

- 21.3.1.1 Monthly Fiscal Reporting Forms are due by the twenty-fifth (25th) business day of the month, following the month covered in the report.
- 21.3.1.2 Expenditure Closeout Report: Two (2) copies of a final fiscal closeout report, to be submitted in the form and manner designated by COUNTY Contract Management Manager, with a deadline to be announced for the Program, including the reporting of expenses and accruals through the last day of the Program year.
- 21.3.1.3 If the Contract is terminated or cancelled prior to June 30th, the annual closeout report shall be for that Contract period which ends on the termination or cancellation date. Two (2) copies of such report shall be submitted within the designated timeframe after the termination/cancellation date to COUNTY'S Program Accounting Division.

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- 21.3.2 Program Reporting: CONTRACTOR monthly, quarterly, and annual reports will be completed as required pursuant to Dispute Resolution Program Directive/Policy.
- 21.3.3 Program Income: Revenue generated by CONTRACTOR (or subcontractor) from Contract activities, which has been properly earned in excess of costs for each program, including program interest, are to be treated as Program Income as defined in OMB Circulars and Federal Regulations pertaining to Program Income, including without limitation 29 CFR §95.24 (non-governmental grantees) and §97.25(governmental grantees), 45 CFR § 74.24, and OMB Circulars A-102 and A-110.. CONTRACTOR shall be responsible for tracking all Contract revenues and expenditures for the DRP program, including submission of the following:
- 21.3.3.1 A Program Income Statement Report is generated by CONTRACTOR on Contract revenues versus expenditures. This is submitted to the CSS Program Accounting Division with the Expenditure Closeout Report. The purpose of this Report is to identify the amount of Program Income. The Program Income Statement Report should be amended if adjustments are required due to any new information received after the filing of the report. The use of Program Income requires prior COUNTY approval.
 - 21.3.3.2 If CONTRACTOR'S Program Income Statement Report identifies Program Income, a Plan for Disposition of Program Income (Plan) must be submitted by CONTRACTOR to COUNTY within thirty (30) days after the Program Income Statement Report is due.
 - 21.3.3.3 Program Income must be spent on line items identified in the Plan, unless the plan is officially amended. This Plan will be reviewed by COUNTY for final approval. The Plan should be amended as soon as possible if the Income Statement Report is amended.
 - 21.3.3.4 Within thirty (30) days after the scheduled completion date of an approved Plan for Disposition of Program Income by CONTRACTOR must submit a Final Report on Disposition to COUNTY.
 - 21.3.3.5 If the Final Report on Disposition is not submitted on the scheduled date, COUNTY shall either extend the completion date, renegotiate the Plan for Disposition of

Program Income, or recapture the balance of the unexpended Program Income.

21.3.4 Cost Allocation Plan for Cost Reimbursement Activities:

A Cost Allocation Plan (CAP) must be submitted as a reference document to this Contract to support the distribution of any joint costs with other funding sources related to the activities of this Contract. All costs included in the CAP will be supported by formal accounting records, which will substantiate the propriety of eventual charges. Budget allocations are not adequate documentation. CONTRACTOR will retain on file all documentation supporting the methodology utilized to determine the reasonableness of the costs allocated to the cost-reimbursement activities. COUNTY'S designated Contract monitor will test CONTRACTOR'S CAP during the normal course of monitoring to ensure compliance with OMB requirements. Failure to comply may result in no payment or in a partial or reduced payment until CONTRACTOR is in compliance. In addition, failure to comply may result in Contract termination.

21.3.5 Property/Capital Expenditures:

All property costing five thousand dollars (\$5,000.00) or more purchased with Program funds requires prior written permission from the State and the CSS Director or designee and may be depreciated and tagged and tracked as property of the Los Angeles County Dispute Resolution Program Act (DRP) Programs.

21.3.6 Nonexpendable Property:

21.3.6.1 CONTRACTOR shall maintain a record for each item of nonexpendable property acquired for this program with Program monies. Nonexpendable property shall include tangible personal property including but not limited to, office equipment, as well as any funds derived from the sale or disposition of non-expendable property.

21.3.6.2 Any utilization of funds derived from the sale or disposition of nonexpendable property must have prior approval of COUNTY and otherwise comply with all applicable laws and regulations.

21.3.6.3 In case of termination of this Contract, COUNTY reserves the right to determine the final disposition of said nonexpendable property acquired for this

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Program. Said disposition may include but is not limited to, COUNTY taking possession of said nonexpendable property.

21.3.7 Capital Improvements:

CONTRACTOR shall assure that no funds provided under this Contract are used for the purchase or improvement of land or for the purchase or construction of any improvement to any building or facility, unless specifically approved in writing by the CSS Director or authorized designee.

22.0 CONTRACT MODIFICATIONS/AMENDMENTS

22.1 This Contract fully expresses the agreement of the parties. Any modification or amendment of the terms or conditions of this Contract must be by means of a separate written document approved by COUNTY. No oral conversation between any officer, employee or agent of the parties shall modify or otherwise amend this Contract in any way. COUNTY may make a unilateral modification to this Contract at any time, if required by County, State, or Federal law or regulations, State law or policy, and/or COUNTY policy. COUNTY shall give CONTRACTOR ten (10) days prior written notice delivered by certified mail, return receipt requested of its intent to make such changes and amendments hereunder. Furthermore, to the extent that funding for the program is eliminated or otherwise reduced, the COUNTY may in its sole discretion modify this Contract accordingly.

22.2 The COUNTY reserves the right to change any portion of this Contract. Any such revision shall be accomplished in the following manner:

22.2.1 With regard to the movement of funds within an approved budget (i.e. from one category to another), such movement may not exceed 25% of the Maximum Contract Sum. All such modifications must be in writing and mutually agreed upon by COUNTY Contract Management Manager or designee and CONTRACTOR and must be in the best interest of COUNTY.

22.2.2 For any revision that materially affects the scope of work or any term and condition included in the Contract, a negotiated amendment to the Contract shall be executed by the Los Angeles County Board of Supervisors and the CONTRACTOR.

22.2.3 The Los Angeles County Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The COUNTY reserves the right to add and/or change such provisions as required by the Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to

the Contract shall be prepared and executed by the CONTRACTOR and by CSS.

22.2.4 CONTRACTOR requests for modifications, either budgetary or programmatic, must be submitted in writing to COUNTY. Modification requests will not be accepted during the first two (2) months and the last month of the Contract period (except where a written waiver is requested by CONTRACTOR and accepted by COUNTY). All modification requests shall not be submitted to COUNTY more than once in each quarter.

22.2.5 For any change, which does not affect the scope of work or any other term or condition under this Contract, the COUNTY reserves the right to initiate a change notice which shall be prepared and signed by the COUNTY CCM and the CONTRACTOR Program Director.

23.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

23.1 A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform this contract. It is COUNTY'S policy to conduct business only with responsible contractors.

23.2 CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the Los Angeles County Code, if COUNTY acquires information concerning the performance of CONTRACTOR on this or other contracts which indicates that CONTRACTOR is not responsible, COUNTY may, in addition to other remedies provided in this Contract, debar CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on COUNTY contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts CONTRACTOR may have with COUNTY.

23.3 COUNTY may debar a CONTRACTOR if the Board of Supervisors finds, in its discretion, that CONTRACTOR has done any of the following: (1) violated a term of a contract with COUNTY or a nonprofit corporation created by COUNTY; (2) committed an act or omission which negatively reflects on CONTRACTOR'S quality, fitness or capacity to perform a contract with COUNTY, any other public entity, or a nonprofit corporation created by COUNTY, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against COUNTY or any other public entity.

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- 23.4 If there is evidence that CONTRACTOR may be subject to debarment, the Department will notify CONTRACTOR in writing of the evidence, which is the basis for the proposed debarment and will advise CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 23.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. CONTRACTOR and/or CONTRACTOR'S representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether CONTRACTOR should be debarred, and if so, the appropriate length of time of the debarment. CONTRACTOR and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 23.6 After consideration of any objections or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 23.7 If a CONTRACTOR has been debarred for a period longer than five (5) years, that CONTRACTOR may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that CONTRACTOR has adequately demonstrated one (1) or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of COUNTY.
- 23.8 The Contractor Hearing Board will consider a request for review of a debarment determination only where: (1) CONTRACTOR has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one (1) or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented.

This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

23.8.1 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

23.9 These terms shall also apply to Subcontractors of COUNTY Contractors.

24.0 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring CONTRACTORS to complete the certification in Exhibit F, Attachment III, COUNTY seeks to ensure that all Los Angeles County CONTRACTORS, which receive or raise charitable contributions, comply with California law in order to protect Los Angeles County and its taxpayers. A CONTRACTOR, which receives or raises charitable contributions without complying with its obligations under California law, commits a material breach subjecting it to either contract termination or debarment proceedings or both. (Los Angeles County Code, Chapter 2.202).

25.0 CONTRACTOR'S WORK

25.1 Pursuant to the provisions of this Contract, CONTRACTOR shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as more fully set forth in Exhibit A, Mandated Program Requirements, Exhibit B, Statement of Work Exhibit C, Budget and Exhibit D, Performance Requirements Summary (PRS) Chart..

25.2 If CONTRACTOR provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of CONTRACTOR, and CONTRACTOR shall have no claim whatsoever against COUNTY.

25.3 If CONTRACTOR fails to meet the Contract requirements as specified in Exhibit D, Performance Requirements Summary (PRS) Chart hereunder, COUNTY may take actions specified in the PRS Chart for deficiencies and failures of performance. Failure of CONTRACTOR to take corrective action, when appropriate, to cure Contract discrepancies within the timeframe

provided by COUNTY may result in COUNTY applying the provision of Section 74.0, Termination for Contractor's Default. This section, 25.0 shall not in any manner restrict or limit COUNTY's other remedies under this Contract.

- 25.4 The performance of CONTRACTOR will be reevaluated as of the end of December of each fiscal year, and funds may be reallocated. CONTRACTORS who under-perform may have funds reduced and reallocated to other Dispute Resolution Program agencies that are over-performing and qualify for grant increases. Additionally, the County at its discretion may reduce the CONTRACTOR's annual grant for the following fiscal year to more accurately reflect the CONTRACTOR's level of service.

26.0 COST OF LIVING ADJUSTMENTS

The CONTRACTOR'S rates shall remain firm and fixed for the term of the Contract. The Contract (hourly, daily, monthly, etc.) amount may be adjusted at the COUNTY'S discretion, annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the most recently published percentage change for the 12-month period preceding the Contract anniversary date, which shall be the effective date for any cost of living adjustment. However, any increase shall not exceed the general salary movement granted to COUNTY employees as determined by the Chief Executive Office as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in COUNTY employee salaries; no Cost of Living Adjustment (COLA) pursuant to this Section for living wage contracts, it may, in its sole discretion exclude the cost of labor (including the cost of wages and benefits paid to employees providing services under this contract) from the base upon which a COLA is calculated, unless the CONTRACTOR can show that his/her labor cost will actually increase.

27.0 COUNTY'S QUALITY ASSURANCE PLAN

COUNTY or its agent will evaluate CONTRACTOR'S performance under this Contract on not less than an annual basis. Such evaluation will include assessing CONTRACTOR'S compliance with all Contract terms and conditions and performance standards. CONTRACTOR deficiencies which COUNTY determines are severe or continuing and that may place performance of this Contract in jeopardy if not corrected shall be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by COUNTY and CONTRACTOR. If improvement does not occur consistent with the corrective action measures, COUNTY may terminate this Contract or impose other penalties as specified in this Contract.

28.0 COVENANTS AGAINST FEES

- 28.1 CONTRACTOR warrants and represents that no person or selling agency has been employed or retained to solicit or secure this Contract upon any contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by CONTRACTOR for the purpose of securing business.
- 28.2 For breach of this warranty, COUNTY shall have the right to terminate this Contract and, at its sole discretion, deduct from Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

29.0 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

- 29.1 CONTRACTOR shall repair, or cause to be repaired, at its own cost, any and all damage to COUNTY facilities, buildings, or grounds caused by CONTRACTOR or employees or agents of CONTRACTOR. Such repairs shall be made immediately after CONTRACTOR has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 29.2 If CONTRACTOR fails to make timely repairs, COUNTY may make any necessary repairs. All costs incurred by COUNTY, as determined by COUNTY, for such repairs shall be repaid by CONTRACTOR by cash payment upon demand.

30.0 DISALLOWED COSTS

CONTRACTOR agrees to be bound by applicable COUNTY and/or Program disallowed cost procedures, rules and regulations, and to repay COUNTY for any expenditure which violates the terms of this Contract or applicable Program provisions or implementing laws, rules, or regulations.

31.0 DISCLOSURE OF INFORMATION

CONTRACTOR shall not disclose any details in connection with this Contract to any party, except as may be otherwise provided herein or required by law. However, in recognizing the CONTRACTOR'S need to identify its services and related participants to sustain itself, COUNTY will not inhibit the CONTRACTOR from publicizing its role under the Contract within the following conditions:

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- 31.1 CONTRACTOR shall develop all publicity material in a professional manner; and
- 31.2 During the course of performance of this Contract, the CONTRACTOR, its employees, agents, and Subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles, or other materials using the name of the COUNTY without the prior written consent of the Director. In no event shall the CONTRACTOR use any material which identifies any individual by name or picture as an applicant for or participant of services provided by CSS.
- 31.3 CONTRACTOR may, without prior written permission of the COUNTY, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided, however, that the requirements of this Section shall apply.

32.0 EMPLOYEE BENEFITS AND TAXES

- 32.1 CONTRACTOR shall be solely responsible for providing to, or on behalf of its employees, all legally required salaries, wages, benefits, or other compensation.
- 32.2 COUNTY shall have no liability or responsibility for any taxes, including, without limitation, sales, income, employee withholding and/or property taxes, which may be imposed in connection with or resulting from this Contract or CONTRACTOR'S performance hereunder.

33.0 EMPLOYEE SAFETY

CONTRACTOR will assure that the CONTRACTOR'S employees:

- 33.1 Are covered by an effective Injury and Illness Prevention Program; and
- 33.2 Receive all required general and specific training on Employee Safety.

34.0 EMPLOYMENT ELIGIBILITY VERIFICATION

- 34.1 CONTRACTOR warrants that it fully complies with all Federal and State statutes and regulations regarding employment of aliens and others, and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be

hereafter amended. CONTRACTOR shall retain such documentation of all covered employees for the period prescribed by law.

34.2 CONTRACTOR shall indemnify, defend, and hold harmless, COUNTY, its agents, officers and employees from employer sanctions and any other liability which may be assessed against CONTRACTOR or COUNTY or both in connection with any alleged violation of Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

35.0 FACSIMILIE REPRESENTATIONS

COUNTY and CONTRACTOR hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Modifications/Amendments prepared pursuant to Section 22.0, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

36.0 FAIR LABOR STANDARD

CONTRACTOR shall comply with all State and applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless COUNTY and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by CONTRACTOR'S employees for which COUNTY may be found jointly or solely liable.

37.0 FEDERAL LIMITED ENGLISH PROFICIENCY REQUIREMENT – EXECUTIVE ORDER 13166

CONTRACTOR must provide services to Participants with limited or no English speaking capabilities in the primary/native language of the Participant. This shall be done using bilingual staff or a translator. The most common non-English primary/native languages of the Dispute Resolution Program are Armenian, Cambodian, Chinese, Korean, Russian, Spanish, Tagalog, and Vietnamese. CONTRACTOR shall make efforts to employ staff and volunteers who are bilingual in these languages. At no time shall any Participant be required to provide his/her own translator.

38.0 FIXED ASSETS

Title to all fixed assets purchased with COUNTY funds designated by COUNTY for that purpose under this CONTRACT shall remain with COUNTY. A "Fixed Asset" is defined hereunder as any equipment costing Five Thousand Dollars (\$5,000) or more, with a useful life of more than one (1) year - see Exhibit F, Attachment XV, Fixed Assets/Equipment Purchase Requirements. Such assets shall be maintained, repaired and kept track of by completing an Inventory Control Form, Exhibit F, Attachment XVI, by CONTRACTOR during the term of this Contract. CONTRACTOR shall provide an accounting of such assets at the termination or expiration of this Contract and shall deliver same to COUNTY upon COUNTY'S written request. CONTRACTOR shall have the option upon the expiration or termination of this Contract to acquire such assets at a price to be mutually agreed upon by COUNTY and CONTRACTOR. CONTRACTOR shall abide by the policy set forth in Exhibit F, Attachment XV, Fixed Assets/Equipment Purchase Requirements.

39.0 FORCE MAJEURE

In the event that performance by either party is rendered impossible (permanently or temporarily) due to acts of war, acts of terrorism, fires, floods, epidemics, quarantine restrictions, or other natural occurrences, strikes, work slowdowns, lockouts (other than a lockout by CONTRACTOR or any of CONTRACTOR's Subcontractors), freight embargoes, or other similar acts to those described above or other causes beyond the reasonable control of such party, and without fault or negligence, said event shall excuse performance by such party, or in the case of temporary impossibility, shall excuse performance only for a period commensurate with the period of impossibility. Notwithstanding the foregoing, COUNTY shall have the right to terminate the Contract upon any event that renders performance impossible. In such case, COUNTY shall be responsible for payment of all expenses incurred to the point at which this Contract is terminated.

39.1 In the event CONTRACTOR's failure to perform arises out of a force majeure event, CONTRACTOR agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

40.0 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. CONTRACTOR agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

41.0 GOVERNMENT OBSERVATIONS

CONTRACTOR shall permit Federal, State, COUNTY and/or research personnel, in addition to CSS contracting staff, to observe performance, activities, or review documents required under this Contract any time during normal working hours. However, these personnel may not unreasonably interfere with the CONTRACTOR's performance.

42.0 CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT

COUNTY is subject to the Administrative Simplification requirements of the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA). Under this Contract, to the extent CONTRACTOR provides services to COUNTY and CONTRACTOR receives, has access to, and/or creates Protected Health Information as defined in Exhibit F, Attachment XIV, in order to provide those services. COUNTY and the CONTRACTOR therefore agree to the terms of Exhibit F, Attachment XIV, CONTRACTOR'S Obligations As A "Business Associate" under the Health Insurance Portability and Accountability Act (HIPAA) of 1996.

43.0 INDEMNIFICATION

CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to, demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with CONTRACTOR'S acts and/or omissions arising from and/or relating to this Contract.

44.0 INDEPENDENT CONTRACTOR STATUS

44.1 This Contract is by and between COUNTY and CONTRACTOR and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between COUNTY and CONTRACTOR. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

44.2 CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. COUNTY shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of CONTRACTOR.

- 44.3 CONTRACTOR understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of CONTRACTOR and not employees of COUNTY. CONTRACTOR shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of CONTRACTOR pursuant to this Contract.
- 44.4 CONTRACTOR shall adhere to the provisions stated in Section 17.0, Confidentiality.

45.0 JOINT REVENUE DISCLOSURE

By its execution of this Contract, CONTRACTOR certifies as set forth in Attachment XIII, Joint Revenue Disclosure, unless waived by County, that it has previously filed with CSS a written statement listing all revenue received, or expected to be received, by CONTRACTOR from Federal, State, City or County sources, or other governmental or non-governmental agencies, and applied, or expected to be applied, to offset in whole or in part any of the costs incurred by CONTRACTOR in conducting current or prospective projects or business activities, including, but not necessarily limited to, the project or business activity which is the subject of this Contract.

46.0 LIMITATION ON CORPORATE ACTS

CONTRACTOR shall not amend its Articles of Incorporation or Bylaws, move to dissolve or transfer any assets derived from funds of the foregoing Contract, or take any other steps which may materially affect the performance of this Contract without first notifying County in writing. CONTRACTOR shall notify County immediately in writing of any change in CONTRACTOR'S corporate name.

47.0 LIQUIDATED DAMAGES/REMEDIES FOR NON-COMPLIANCE

- 47.1 If, in the judgment of the Director or designee, the CONTRACTOR is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct a pro rata share from the CONTRACTOR's total Contract sum for work not performed as required under Exhibit A, Mandated Program Requirements, Exhibit B, Statement of Work, Exhibit C, Budget, and Exhibit D, Performance Requirements Summary (PRS) Chart. The work not performed and the amount to be withheld or deducted from payments to the CONTRACTOR from the COUNTY, will be forwarded to the CONTRACTOR by the Director, or designee, in a written notice describing the reasons for said action.

47.2 If the Director, or designee, determines that there are deficiencies in the performance of this Contract that the Director deems are correctable by the CONTRACTOR over a certain time span, the Director will provide a written notice to the CONTRACTOR to correct the deficiency within specified time frames. Should the CONTRACTOR fail to correct deficiencies within said time frame, the Director may:

47.2.1 Deduct for liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the CONTRACTOR to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages shall be calculated as provided in Subsection 47.1 above, and that the CONTRACTOR shall be liable to the COUNTY for liquidated damages in said amount. Said amount shall be deducted from the COUNTY's payment to the CONTRACTOR; and/or

47.2.2 Upon giving five (5) days notice to the CONTRACTOR for failure to correct the deficiencies, the COUNTY may correct any and all deficiencies and the total costs incurred by the COUNTY for completion of the work by an alternate source, whether it be COUNTY forces or separate private contractor, will be deducted and forfeited from the payment to the CONTRACTOR from the COUNTY, as determined by the COUNTY.

47.3 The actions noted in this Section 47.0 shall not be construed as a penalty, but as adjustment of payment to the CONTRACTOR to recover the COUNTY cost due to the failure of the CONTRACTOR to complete or comply with the provisions of this Contract.

47.4 This Section shall not, in any manner, restrict or limit the COUNTY's right to damages for any breach of this Contract provided by law or as specified in the PRS Chart or elsewhere in the Contract, and shall not, in any manner, restrict or limit the COUNTY's right to terminate this Contract as agreed to herein.

48.0 LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

48.1 This Contract is subject to the provisions of COUNTY'S ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

48.2 CONTRACTOR shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

- 48.3 CONTRACTOR shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a COUNTY official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- 48.4. If CONTRACTOR has obtained COUNTY certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and CONTRACTOR knew, or should have known, that the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:
- 48.4.1 Pay to the COUNTY any difference between this Contract amount and what COUNTY'S costs would have been if this Contract had been properly awarded;
 - 48.4.2 In addition to the amount described in Subsection 48.4.1 be assessed a penalty in a amount of not more than ten percent (10%) of the amount of this Contract; and
 - 48.4.3 Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-Responsibility and Contractor Debarment.
- 48.5. The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and OAAC of this information prior to responding to a solicitation or accepting a contract award.
- 48.6 Certified Local Small Business Enterprises will receive prompt payment for services they provide to County departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice.

49.0 MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN

CONTRACTOR represents and warrants that it has registered in COUNTY'S WebVen. Prior to a contract award, all potential contractors must register in COUNTY'S WebVen. The WebVen contains the vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing COUNTY'S home page at http://lacounty.info/doing_business/main_db.htm. (There are underscores in the address between the words 'doing business' and 'main db').

50.0 MEETINGS

CONTRACTOR must attend all mandated meetings. CONTRACTOR shall be given advance notice of all scheduled meetings with CSS staff. Failure to attend mandated meetings shall be considered non-compliance with a term of the Contract and may result in further action pursuant to Part II, Section 47.0, Liquidated Damages/Remedies for Non-Compliance, Part ii, Section 73.0, Suspension of Contract, and any other applicable Contract provisions.

51.0 MOST FAVORED PUBLIC ENTITY

If CONTRACTOR'S prices decline, or should CONTRACTOR at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to COUNTY.

52.0 NEPOTISM

CONTRACTOR certifies that it shall not hire nor permit the hiring of any person in a position funded under this Contract if a member of the person's immediate family is employed in an administrative capacity by CONTRACTOR. For the purpose of this Section, the term "immediate family" means spouse (common law or otherwise), child, mother, father, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, step-parent, step-child, or such other relationship which would give rise to a substantial appearance of impropriety if the person were to be hired by CONTRACTOR. The term "administrative capacity" means persons who have overall administrative responsibility for a program, including but not limited to selection, hiring, or supervisory responsibilities.

53.0 NON-DISCRIMINATION AND AFFIRMATIVE ACTION

53.1 CONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies, are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

53.2 CONTRACTOR shall certify to, and comply with, the provisions of Exhibit F, Attachment VII, CONTRACTOR'S Equal Employment Opportunity (EEO) Certification.

53.3 CONTRACTOR shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without

regard to race, color, religion, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 53.4 CONTRACTOR certifies and agrees that it will deal with its Subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, marital status, or political affiliation.
- 53.5 CONTRACTOR certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 53.6 CONTRACTOR shall allow COUNTY representatives access to CONTRACTOR'S employment records during regular business hours to verify compliance with the provisions of this Section when so requested by COUNTY.
- 53.7 If COUNTY finds that any of the provisions of this Section have been violated, such violation shall constitute a material breach of contract upon which COUNTY may determine to suspend or terminate this Contract. While COUNTY reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Opportunity Commission or the Federal Equal Employment Opportunity Commission that CONTRACTOR has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by COUNTY that CONTRACTOR has violated the anti-discrimination provisions of this Contract.
- 53.8 The parties agree that in the event CONTRACTOR violates any of the anti-discrimination provisions of this Contract, COUNTY shall, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

54.0 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with CONTRACTOR. This Contract shall not restrict COUNTY from acquiring similar, equal, or like goods and/or services from other entities or sources.

55.0 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give written notice thereof, including all relevant information with respect thereto, to the other party.

56.0 NOTICE OF DISPUTES

CONTRACTOR shall bring to the attention of COUNTY Contract Management Manager and/or authorized designee any dispute between COUNTY and CONTRACTOR regarding the performance of services as stated in this Contract. If COUNTY Contract Management Manager or designee is not able to resolve the dispute, the CSS Director, or designee, shall resolve it.

57.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

CONTRACTOR shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015, attached hereto as Exhibit F, Attachment IV.

58.0 OTHER CONTRACTS

58.1 A copy of any contracts between CONTRACTOR and other public or private organizations which directly impact activities funded under this Contract shall be kept on file at CONTRACTOR'S offices and shall be provided to County upon request. CONTRACTOR shall also notify County of any default, termination, or finding of withheld payments under these contracts.

58.2 CONTRACTOR warrants that no other funding source will be billed for services that are provided and paid for by County under this Contract.

59.0 OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT

ATTACHMENT B

- 59.1 COUNTY shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through the CONTRACTOR's work pursuant to this Contract. The CONTRACTOR, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the COUNTY all of the CONTRACTOR's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the CONTRACTOR's work under this Contract.
- 59.2 During the term of this Contract and for five (5) years thereafter, the CONTRACTOR shall maintain and provide security for all of the CONTRACTOR'S working papers prepared under this Contract. COUNTY shall have the right to inspect copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.
- 59.3 Any and all materials, software and tools which are developed or were originally acquired by the CONTRACTOR outside the scope of this Contract, which the CONTRACTOR desires to use hereunder, and which the CONTRACTOR considers to be proprietary or confidential, must be specifically identified by the CONTRACTOR to the COUNTY'S Contract Management Manager as proprietary or confidential, and shall be plainly and prominently marked by the CONTRACTOR as "Propriety" or "Confidential" on each appropriate page of any document containing such material.
- 59.4 The COUNTY will use reasonable means to ensure that the CONTRACTOR'S proprietary and/or confidential items are safeguarded and held in confidence. The COUNTY agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the CONTRACTOR.
- 59.5 Notwithstanding any other provision of this Contract, the COUNTY will not be obligated to the CONTRACTOR in any way under Subsection 59.4 for any of the CONTRACTOR'S proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by Subsection 59.3 or for any disclosure which the COUNTY is required to make under any state or federal law or order of court.
- 59.6 All the rights and obligations of this Section 59.0 shall survive the expiration or termination of this Contract.

60.0 PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION

ATTACHMENT B

- 60.1 The CONTRACTOR shall indemnify, hold harmless and defend COUNTY from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the CONTRACTOR'S work under this Contract. COUNTY shall inform the CONTRACTOR as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support the CONTRACTOR'S defense and settlement thereof.
- 60.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that COUNTY'S continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the CONTRACTOR, at its sole expense, and providing that COUNTY'S continued use of the system is not materially impeded, shall either:
- 60.2.1 Procure for COUNTY all rights to continued use of the questioned equipment, part, or software product; or
 - 60.2.2 Replace the questioned equipment, part, or software product with a non-questioned item; or
 - 60.2.3 Modify the questioned equipment, part, or software so that it is free of claims.
- 60.3 The CONTRACTOR shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by the CONTRACTOR, in a manner for which the questioned product was not designed nor intended.

61.0 PROBATION

- 61.1 CMM may place CONTRACTOR on probationary status when it is determined by CMM for any program(s) herein that CONTRACTOR either (1) has demonstrated a consistent and significant lack of achievement of Participant summary goals, or (2) is out of compliance with COUNTY sanction policy guidelines.
- 61.2 If CONTRACTOR is placed on probationary status, CONTRACTOR shall submit a Corrective Action Plan within ten (10) days of the notice of probationary status. CONTRACTOR'S Corrective Action Plan (CAP) must be approved by COUNTY CMM. County reserves the right to terminate Contract(s) of any CONTRACTOR on probationary status if

CONTRACTOR does not submit an acceptable corrective action plan or fails to meet the goals of an approved corrective action plan.

62.0 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, CONTRACTOR and COUNTY agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

63.0 PROPRIETARY RIGHTS

63.1 COUNTY and CONTRACTOR agree that all materials, data and information developed under and/or used in connection with this Contract shall become the sole property of COUNTY, provided that CONTRACTOR may retain possession of all working papers prepared by CONTRACTOR. During and subsequent to the term of this Contract, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.

63.2 Notwithstanding any other provision of this Contract, COUNTY and CONTRACTOR agree that COUNTY shall have all ownership rights in software or modification thereof and associated documentation designed, developed or installed with State financial participation; additionally, the State Government shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for State Government purposes, such software, modifications and documentation. Notwithstanding any other provision of this Contract, proprietary operating/vendor software packages (e.g., ADABAS or TOTAL) which are provided at established catalog or market prices and sold or leased to the general public shall not be subject to the ownership provisions of this Section. CONTRACTOR may retain possession of all working papers prepared by CONTRACTOR. During and subsequent to the term of this Contract, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.

63.3 Any materials, data and information not developed under this Contract, which CONTRACTOR considers to be proprietary and confidential, shall be plainly and prominently marked by CONTRACTOR as "TRADE SECRET," "PROPRIETARY," or "CONFIDENTIAL."

63.4 COUNTY will use reasonable means to ensure that CONTRACTOR'S proprietary and confidential materials, data and information are safeguarded and held in confidence. However, COUNTY will notify CONTRACTOR of

any Public Records request for items described in this Sub-section COUNTY agrees not to reproduce or distribute such materials, data and information to non-COUNTY entities without the prior written permission of CONTRACTOR.

63.5 Notwithstanding any other provision of this Contract, COUNTY shall not be obligated in any way for:

63.5.1 Any material, data and information not plainly and prominently marked with restrictive legends;

63.5.2 Any materials, data and information covered under Sub-section 63.2; and

63.5.3 Any disclosure of any materials, data and information which COUNTY is required to make under the California Public Records Act or otherwise by law.

63.6 CONTRACTOR shall protect the security of and keep confidential all materials, data and information received or produced under this Contract. Further, CONTRACTOR shall use whatever security measures are necessary to protect all such materials, data and information from loss or damage by any cause, including but not limited to, fire and theft.

63.7 CONTRACTOR shall not disclose to any party any information identifying, characterizing or relating to any risk, threat, vulnerability, weakness or problem regarding data security in COUNTY's computer systems or to any safeguard, countermeasure, contingency plan, policy or procedure for data security contemplated or implemented by COUNTY, without COUNTY's prior written consent.

63.8 The provisions of Subsections 63.5, 63.6, and 63.7 shall survive the expiration of termination of this Contract.

64.0 PUBLIC RECORDS ACT

64.1 Any documents submitted by CONTRACTOR, all information obtained in connection with COUNTY'S right to audit and inspect CONTRACTOR'S documents, books, and accounting records pursuant to Part II, Section 67.0 Record Retention and Inspection/Audit Settlement, of this Contract, as well as those documents which were required to be submitted in response to the solicitation process for this Contract, become the exclusive property of COUNTY. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." COUNTY

shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order of court of competent jurisdiction.

- 64.2 In the event COUNTY is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a bid or proposal marked "trade secret," "confidential," or "proprietary," CONTRACTOR agrees to defend and indemnify COUNTY from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

65.0 RECORDS

CONTRACTOR shall maintain books, records, documents, other evidence, and accounting procedures and practices sufficient to support all claims for payment made by CONTRACTOR to COUNTY. Such records shall be kept in accordance with Section 66.0, Record Retention and Inspection/Audit Settlement, herein below.

66.0 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

- 66.1 CONTRACTOR shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with Generally Accepted Accounting Principles and as otherwise required under this Contract. CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Contract.
- 66.2 CONTRACTOR agrees that COUNTY or its authorized representatives, the State of California, or its authorized representatives, and the Federal government, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent documents, papers, transaction, activity, or records relating to this Contract. All such material, including but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, time-cards and other time and employment records, proprietary data and information, shall be kept and maintained by CONTRACTOR and shall be made available to COUNTY, State, or Federal authorities, during the term of this Contract and for a period of five (5) years after the expiration of the term of this Contract or for a period of three (3) years from the date of the submission of the final expenditure report, whichever date is later. If before the expiration of that time period, any litigation, claim, financial management review, or audit is started, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. All such material shall be maintained by CONTRACTOR at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at COUNTY'S option, CONTRACTOR shall pay

COUNTY for travel, per diem, and other costs incurred by COUNTY to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 66.3 In the event that an audit of CONTRACTOR is conducted specifically regarding this Contract by any Federal or State Auditor, or by any auditor, or accountant employed by CONTRACTOR or otherwise, then CONTRACTOR shall file a copy of such audit report with COUNTY'S Contract Compliance Manager within thirty (30) days of CONTRACTOR'S receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 66.4 Failure on the part of CONTRACTOR to comply with any of the provisions of this Section shall constitute a material breach of this Contract upon which COUNTY may terminate or suspend this Contract.
- 66.5 At any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of COUNTY may conduct an audit of CONTRACTOR regarding the work performed under this Contract, and if such audit finds that COUNTY'S dollar liability for such work is less than payments made by COUNTY to CONTRACTOR, then the difference shall be either: (a) repaid by CONTRACTOR to COUNTY by cash payment upon demand; or (b) at the sole option of COUNTY'S Auditor-Controller, deducted from any amounts due to CONTRACTOR from COUNTY, whether under this Contract or otherwise. If such audit finds that COUNTY'S dollar liability for such work is more than the payments made by COUNTY to CONTRACTOR, then the difference shall be paid to CONTRACTOR by COUNTY by cash payment, provided that in no event shall COUNTY'S maximum obligation for this Contract exceed the funds appropriated by COUNTY for the purpose of this Contract.

67.0 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at COUNTY landfills, CONTRACTOR agrees to use recycled bond paper to the maximum extent possible on this Contract.

68.0 REMOVAL OF UNSATISFACTORY PERSONNEL

CONTRACTOR shall have the right to hire, discipline, suspend or discharge employees/workers. COUNTY shall have the right, at its sole discretion to require CONTRACTOR to remove any employee from the performance of services under this CONTRACT for unsatisfactory performance or any other job-related cause. At the request of COUNTY, CONTRACTOR shall immediately replace said

personnel. Such removal shall occur immediately upon the written or oral request of CSS' Director.

69.0 RULES AND REGULATIONS

During the time that CONTRACTOR's employees or agents are at COUNTY facilities or off-site work locations, such persons shall be subject to any and all rules and regulations of COUNTY facilities. It is the responsibility of CONTRACTOR to acquaint such persons who are to provide services hereunder with such rules and regulations.

70.0 SAFELY SURRENDERED BABY LAW

70.1 CONTRACTOR'S Acknowledgement of COUNTY'S Commitment to the Safely Surrendered Baby Law.

CONTRACTOR acknowledges that COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. CONTRACTOR understands that it is COUNTY'S policy to encourage all COUNTY Contractors to voluntarily post COUNTY'S "Safely Surrendered Baby Law" poster in a prominent position at CONTRACTOR'S place of business. CONTRACTOR will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. COUNTY'S Department of Community and Senior Services will supply CONTRACTOR with the poster to be used.

70.2 Notice to Employees Regarding the Safely Surrendered Baby Law

CONTRACTOR shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit F, Attachment VI of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

71.0 SAFETY AND WORKING CONDITIONS

Applicable local, State and Federal health and safety standards shall be observed. If a participant or CONTRACTOR employee is in a position not covered under the Occupational Health and Safety Act of 1970, as amended (29 USC § 651 et seq.) and/or the California Occupational Safety and Health Act, as amended (Cal. Labor Code § 6300 et seq.), CONTRACTOR assures that such participant or employee will not be required or permitted to work, be trained, or receive services under working conditions which are unsanitary, hazardous or otherwise detrimental to a the person's health or safety.

72.0 SUBCONTRACTING

- 72.1 The requirements of this Contract may not be subcontracted by CONTRACTOR without the advance approval of COUNTY. Any attempt by CONTRACTOR to subcontract without the prior consent of COUNTY may be deemed a material breach of this Contract.
- 72.2 If CONTRACTOR desires to subcontract, CONTRACTOR shall provide the following information promptly at COUNTY'S request:
- 73.2.1 A description of the work to be performed by the Subcontractor;
 - 73.2.2 A draft copy of the proposed subcontract; and
 - 73.2.3 Other pertinent information and/or certifications requested by COUNTY.
- 72.3 CONTRACTOR shall indemnify and hold COUNTY harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were CONTRACTOR employees.
- 72.4 CONTRACTOR shall remain fully responsible for all performances required of it under this Contract, including those that CONTRACTOR has determined to subcontract, notwithstanding COUNTY'S approval of CONTRACTOR'S proposed subcontract.
- 72.5 COUNTY'S consent to subcontract shall not waive COUNTY'S right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. CONTRACTOR is responsible to notify its Subcontractors of this COUNTY right.
- 72.6 COUNTY'S Contract Management Manager will notify CONTRACTOR with respect to approval of any subcontract and Subcontractor employees.
- 72.7 CONTRACTOR shall obtain the following from each Subcontractor before any Subcontractor employee may perform any work under any subcontract to this Contract. CONTRACTOR shall maintain and make available upon request of COUNTY'S Contract Management Manager all the following documents:
- 72.7.1 An executed Exhibit F, Attachment VIII, "CONTRACTOR Employee Acknowledgment and Confidentiality Agreement," executed by each Subcontractor and each of Subcontractor's employees approved to perform work hereunder.

- 72.7.2 Certificates of Insurance which establish that the Subcontractor maintains all the programs of insurance required by Part I, Section 4.2, Insurance Coverage Requirements, of this Contract, and
- 72.7.3 The Tax Identification Number of the subcontracting agency to be placed on the signature page of the subcontract. This Tax Identification Number shall not be identical to CONTRACTOR'S Tax Identification Number.
- 72.8 CONTRACTOR shall provide Contract Management Manager with copies of all executed subcontracts after Contract Management Manager's approval.
- 72.9 No subcontract shall alter in any way any legal responsibility of CONTRACTOR to COUNTY. CONTRACTOR shall remain responsible for any and all performance required of it under this Contract, including, but not limited to, the obligation to properly supervise, coordinate, and perform all work required hereunder.
- 72.10 Notwithstanding any other provision of this Contract, the parties do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Contract.
- 72.11 CONTRACTOR shall be solely liable and accountable for any and all payments and other compensation to all Subcontractor's engaged hereunder and their officers, employees, and agents. COUNTY shall have no liability or responsibility whatsoever for any payment or other compensation for any Subcontractors or their officers, employees, and agents.

73.0 SUSPENSION OF CONTRACT

County may, by giving notice, suspend all or part of the program operations for CONTRACTOR'S failure to comply with the terms and conditions of this Contract. The Notice of Suspension, which shall be effective upon the date of posting, shall set forth the conditions of non-compliance and the period provided for corrective action. Within ten (10) working days from the date of the Notice of Suspension, CONTRACTOR shall reply in writing, setting forth the corrective action(s) which will be undertaken, subject to County's approval in writing. Failure to reply in accordance with this Section may result in termination by COUNTY of all or part of this Contract. If CONTRACTOR fails to comply with the approved corrective action, COUNTY will send a notice/letter to CONTRACTOR specifying the remedy for non-compliance with the corrective action.

74.0 TERMINATION FOR CONTRACTOR'S DEFAULT

74.1 COUNTY may, by written notice to CONTRACTOR, terminate the whole or any part of this Contract, if, in the judgment of COUNTY'S Contract Management Manager:

74.1.1 CONTRACTOR has materially breached this Contract;

74.1.2 CONTRACTOR fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Contract; or

74.1.3 CONTRACTOR fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as COUNTY may authorize in writing) after receipt of written notice from COUNTY specifying such failure.

74.2 In the event COUNTY terminates this Contract in whole or in part as provided by Subsection 74.1, COUNTY may procure, upon such terms and in such manner, as COUNTY may deem appropriate, services similar to those so terminated. CONTRACTOR shall be liable to COUNTY for any and all excess cost incurred by COUNTY, as determined by COUNTY, for such similar goods and services. CONTRACTOR shall continue the performance of this Contract to the extent not terminated under the provisions of this Section.

74.3 Except with respect to defaults of any Subcontractor, CONTRACTOR shall not be liable for any such excess costs of the type identified in Sub-section 39.0, Force Majeure, if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of CONTRACTOR. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of COUNTY in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of CONTRACTOR. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both CONTRACTOR and Subcontractor, and without the fault or negligence of either of them, CONTRACTOR shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit CONTRACTOR to meet the required performance

schedule. As used in this Subsection, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

74.4 If, after COUNTY has given notice of termination under the provisions of this Section, it is determined by COUNTY that CONTRACTOR was not in default under the provisions of this Section or that the default was excusable under the provisions of Subsection, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Part II, Section 75.0, Termination for Convenience.

74.5 In the event COUNTY terminates this Contract in its entirety due to CONTRACTOR'S default as provided in Section 75.0, CONTRACTOR and COUNTY agree that COUNTY will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, COUNTY'S costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, CONTRACTOR and COUNTY agree that COUNTY shall, at its sole option and in lieu of the provisions of Section 47.0, be entitled to liquidated damages from CONTRACTOR, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars (\$5,000) or five percent (5%) of the applicable year's Contract sum, whichever is less, as equitable compensation to COUNTY for such actual damages. This amount of liquidated damages shall be either paid by CONTRACTOR to COUNTY by cash payment upon demand or, at the sole discretion of COUNTY, or designee, deducted from any amounts due to CONTRACTOR by COUNTY, whether under this Contract or otherwise.

74.5.1 These damages shall be in addition to any credits, which COUNTY is otherwise entitled to under this Contract, and CONTRACTOR'S payment of these liquidated damages shall not in any way change, or affect the provisions of Part II, Section 43.0, Indemnification.

74.6 The rights and remedies of COUNTY provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

75.0 TERMINATION FOR CONVENIENCE

75.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by COUNTY or CONTRACTOR, in its sole discretion, to be in COUNTY or CONTRACTOR'S best interest. Termination of work hereunder shall be effected by Notice of Termination to CONTRACTOR or COUNTY. The date upon which such termination becomes effective shall be no less than thirty (30) business days after the Notice is sent.

ATTACHMENT B

75.2 If Contract is terminated by COUNTY, upon receipt of Notice, the CONTRACTOR shall:

75.2.1 Stop work under this Contract on the date and to the extent specified in such Notice;

75.2.2 Complete performances of such part of the work as shall not have been terminated by such Notice; and

75.2.3 Adhere to COUNTY'S transition plan as determined by COUNTY.

75.3 If the Contract is terminated for convenience by CONTRACTOR, CONTRACTOR shall provide COUNTY with a transition plan to be approved by COUNTY. CONTRACTOR shall adhere to said transition plan.

75.4 All material including books, records, documents, or other evidence bearing on the costs and expenses of CONTRACTOR under this Contract shall be maintained by CONTRACTOR in accordance with Part II, Section 66.0, Record Retention and Inspection/Audit Settlement.

76.0 TERMINATION FOR IMPROPER CONSIDERATION

76.1 COUNTY may, by written notice to CONTRACTOR, immediately terminate the right of CONTRACTOR to proceed under this Contract if it is found that consideration, in any form, was offered or given by CONTRACTOR, either directly or through an intermediary, to any COUNTY officer, employee or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment or extension of this Contract or the making of any determinations with respect to CONTRACTOR'S performance pursuant to this Contract. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.

76.2 CONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to the COUNTY manager charged with the supervision of the employee or to the COUNTY Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

76.3 Among other items, such improper consideration may take the form of cash, discounts, and service, the provision of travel or entertainment, or tangible gifts.

77.0 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

CONTRACTOR and each County lobbyist or County lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by CONTRACTOR, shall fully comply with County's Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of CONTRACTOR or any County lobbyist or County lobbying firm retained by CONTRACTOR to fully comply with County's Lobbyist Ordinance shall constitute a material breach of this Contract upon which COUNTY may, in its sole discretion, immediately terminate or suspend this Contract.

CONTRACTOR agrees not to use Contract funds to pay the salary or expenses of any individual who is engaging in activities designed to influence legislation or appropriations pending before Congress.

78.0 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, COUNTY shall not be obligated for CONTRACTOR'S performance hereunder or by any provision of this Contract during any of COUNTY'S future fiscal years unless and until COUNTY'S Board of Supervisors appropriates funds for this Contract in COUNTY'S Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

79.0 TERMINATION OF PROGRAM OR MODIFICATION

In the event the Program is terminated for any reason, COUNTY may terminate this Contract without further liability for services yet to be rendered. Further, should the Program be modified so that funds are reduced and/or the scope of services is changed, COUNTY may modify this Contract accordingly. Termination or modification pursuant to this Section shall be effective on the date notice is posted to CONTRACTOR.

80.0 TIMELY COMPLETION

Time is of the essence with regards to CONTRACTOR's performance of any tasks, deliverables, goods, services, or other work as specified in this Contract.

81.0 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

81.1 This Contract is subject to the provision of the COUNTY's ordinance entitled "Transitional Job Opportunities Preference Program", as codified in Chapter 2.205 of the Los Angeles County Code.

ATTACHMENT B

- 81.2 CONTRACTOR shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.
- 81.3 CONTRACTOR shall not willingly and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to COUNTY official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.
- 81.4 If CONTRACTOR has obtained COUNTY certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:
- 81.4.1 Pay to the COUNTY any difference between the work order amount and what the COUNTY's costs would have been if the work order had been properly awarded;
- 81.4.2 In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the work order; and
- 81.4.3 Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).
- 81.5 The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a work order award.

82.0 USE OF COUNTY SEAL AND CSS DEPARTMENT LOGO

CONTRACTOR shall not use or display the official seal of the COUNTY or the logo of CSS on any of its letterheads or other communications with any debtor, or

for any other reason unless each form of usage has prior written approval of the Los Angeles County Board of Supervisors.

83.0 USE OF FUNDS

All uses of funds paid to CONTRACTOR and other financial transactions related to CONTRACTOR'S provision of services under this Contract are subject to review and/or audit by CSS, COUNTY'S Auditor-Controller or its designee, and the State of California. In the event this Contract is subject to audit exceptions, CONTRACTOR shall pay to COUNTY the full amount of CONTRACTOR'S liability for such audit exceptions, as determined by CSS, upon demand by COUNTY.

84.0 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

85.0 WAIVER

No waiver by COUNTY of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of COUNTY to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Section 85.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

ATTACHMENT B

COUNTY OF LOS ANGELES COMMUNITY AND SENIOR SERVICES

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be subscribed on its behalf by the Director of Community and Senior Services and the CONTRACTOR have subscribed the same through its authorized officer, as of the day, month, and year first written above. The persons signing on behalf of the CONTRACTOR warrant under penalty of perjury that he or she is authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES

By _____
Cynthia D. Banks, Director
Community and Senior Services
County of Los Angeles

CONTRACTOR

Contractor's Name (Print)

By _____
Authorized Signature Date

Name (Print or Type)

Title(Print or Type)

Authorized Signature Date

Name(Print or Type)

Title(Print or Type)

APPROVED AS TO FORM:

BY THE OFFICE OF COUNTY
COUNSEL
RAYMOND G. FORTNER, JR.,
COUNTY COUNSEL

By:
David Beaudet, Deputy County Counsel Date

COUNTY OF LOS ANGELES
COMMUNITY AND SENIOR SERVICES
EXHIBIT A: MANDATED PROGRAM REQUIREMENTS
DISPUTE RESOLUTION PROGRAM (DRP)

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COUNTY OF LOS ANGELES
COMMUNITY AND SENIOR SERVICES
EXHIBIT A: MANDATED PROGRAM REQUIREMENTS
DISPUTE RESOLUTION PROGRAM (DRP)

1.0 MANDATED PROGRAM REQUIREMENTS

- 1.1 The Mandated Program Requirements define the minimum required tasks for the provision of Dispute Resolution Program Services under this Contract. CONTRACTOR is obligated to provide the services and follow the requirements described herein.
- 1.2 The Dispute Resolution Program Services will be provided by the CONTRACTOR consistent with Section 465-471.5 of the California Business and Professions code and the Dispute Resolutions Programs Act (stats 1986, Ch. 1313, SB 2064-Garamendi and stats 1987, Ch. 28, SB 123-Garamendi). CONTRACTOR shall be designated to provide the following services to members of the public seeking Dispute Resolution Services.
- 1.3 CONTRACTOR shall adhere to the performance outcomes and service standards for services provided under this Contract, including this Exhibit A, Mandated Program Requirements, Exhibit B, Statement of Work, Exhibit C, Budget, and Exhibit D, Performance Requirements Summary Chart.
- 1.4 CONTRACTOR shall update Exhibits B, Statement of Work, and Exhibit C, Budget, annually.

2.0 INTRODUCTION

CONTRACTOR must utilize the Dispute Resolution Program (DRP) Procedural and General Definitions, Case Type Categories and Examples, Referral Source Categories, and Demographic Categories (please see section 3.0 of this Statement of Work) in the performance of the Contract.

3.0 DEFINITIONS

The following Subsections 3.1 through 3.5 contains language as used herein and such language shall be construed to have the following meanings, unless otherwise apparent from the context in which they are used.

3.1 PROCEDURAL DEFINITIONS

- 3.1.1 Case Opened - A case is opened when a party voluntarily agrees to submit a conflict to a dispute resolution service and gives the grantee permission to contact the other party(ies) for the purpose of resolving the conflict through dispute resolution services.

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DISPUTE RESOLUTION PROGRAM (DRP)

3.1.2 Case Closed –

- 1) Resolved – A dispute is considered to be resolved if parties reach agreement on all of the issues of the dispute.
- 2) Partially Resolved – A partial resolution is when parties reach agreement on some but not all of the issues of the dispute.
- 3) Unresolved – A case is considered to be unresolved if parties do not reach agreement on any of the dispute or do not choose to continue participation in the process.
- 4) Case Closed – A case is closed due to inaction (90 days or more).

3.1.3 Facilitation – The usage of a third party neutral person to act as a catalyst for the resolution of dispute between parties. Facilitation is completed when all documented sessions of a group are completed with the use of a facilitator using neutral skill to defuse/resolve an issue or issues of conflict.

3.1.4 Follow-up Survey – Follow-up Surveys are the tools used by the CONTRACTOR for the evaluation of parties who have used their services. At a minimum the Surveys shall be conducted annually and will include the following:

- 1) The type of Dispute Resolution Services provided by the CONTRACTOR
- 2) The fairness or adequacy of the settlement or award
- 3) Any particular difficulties experienced by the Disputant in carrying out and obtaining compliance with the settlement agreement or award.
- 4) The Disputant's willingness to use the CONTRACTOR's services in the future.
- 5) The Disputant's willingness to recommend the CONTRACTOR's services to others who are involved in disputes. Surveys shall be conducted on all cases initiated. [Title 16 of California Code of Regulations (CCR) Section 3635 (16 CRC 3635)]

COUNTY OF LOS ANGELES
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- 3.1.5 Information and Referral Services – Information and referral involves a CONTRACTOR providing disputants with information and/or referral to the services of other agencies.
- 3.1.6 Intake/Problem Assessment – Intake/Problem Assessment is the evaluation of information for the purpose of determining the appropriateness, feasibility and need for dispute resolution services which are authorized and funded by the Dispute Resolution Programs Act of 1986 (DRPA)
- 3.1.7 Proceedings Initiated – A proceeding is initiated when both parties agree to participate in a dispute resolution process with the assistance of the CONTRACTOR.
- 3.1.8 Public Education/Presentation – Public education of communities with regards to the availability and benefits of the dispute resolution process with the assistance of the CONTRACTOR. (Statistics will also be collected on the number of attendees at presentations)
- 3.1.9 Negotiations/Options Counseling – Negotiations/Options Counseling is consultation with parties who need assistance in negotiating their dispute, but do not want to use the third party neutral services of the CONTRACTOR.

3.2 GENERAL DEFINITIONS

- 3.2.1 Arbitration – Arbitration refers to the voluntary adjudicative process in which a neutral person conducts a hearing, receives spoken and/or written evidence from the disputants and their witnesses, and renders a decision that may be binding or non-binding depending on the consent of the disputants. (16 CCR 3602 (a)).
- 3.2.2 Act – Act means the Dispute Resolution Programs Act of 1986, commencing with Section 465 of the California Business and Professional Code (16 CCR 3600 (a)).
- 3.2.3 Code – Code means the California Business and Professional Code (16 CCR 3600 (b)).
- 3.2.4 Collateral Services – Collateral Services refers to the screening and the intake of disputants, preparing for and conducting dispute resolution proceedings, drafting agreements and/or award, providing information and/or referral services, and conducting follow-up surveys. (16 CCR 3602 (b)).

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- 3.2.5 Conciliation - Conciliation is a Dispute Resolution Service consisting of a process of independent communication between the Disputants and a neutral person. Typically, in conciliation, except for conciliation court, parties do not meet face-to-face.
- 3.2.6 Conflict Resolution – Conflict Resolution refers to the broader category of techniques for promoting agreement of a mutual understanding between individuals or groups.
- 3.2.7 Department of Consumer Affairs – Department of Consumers Affairs means the California State Department of Consumer Affairs.
- 3.2.8 Dispute Resolution Services – Dispute Resolution Services refers to the variety of Dispute Resolution processes and techniques designed to assist parties in resolving disputes, without the necessity of formal judicial proceedings. (16 CCR 3602 (a)).
- 3.2.9 Dispute Resolution – Dispute Resolution, includes but not limited to: mediation, conciliation, and arbitration. (California Business and Professions Code Section 466 (a)).
- 3.2.10 Contractor - CONTRACTOR is the sole proprietor, partnership, limited liability Company, or corporation that has entered in this Contract to perform the work covered by the Contract, including the Statement of Work, and is receiving funding to resolve disputes under the Dispute Resolution Programs Act."
- 3.2.11 Group Facilitation – Group Facilitation is the use of neutral skills to facilitate groups of persons involved in an issue or issues of conflict.
- 3.2.12 Mediation – Mediation means a process in which a neutral person(s) facilitates communication between the Disputants to assist them in reaching reconciliation, settlement, or other understanding. (16 CCR 3602 (a) (2)).
- 3.2.13 Program – The State grant program(s), and local/County guidelines under which Contractor receives funds under the terms of this Contract and hereby agrees to provide services in accordance with relevant State and/or Federal law, regulations and guidelines during the term of this Contract.

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3.2.14 Disputant – Disputant means the person(s) initiating or involved in original disagreement.

3.2.15 Regulations – Regulation refers to California Code of Regulations, Title 16, Chapter 36, commencing with Section 3600. (16 CCR 3600 (d)).

3.3 CASE TYPE CATEGORIES AND EXAMPLES

3.3.1 Personal Injury/Property Damage – Disputes arising out of, or involving, issues related to personal injury or property damage. For Example: auto accidents, defective products, liability, malpractice, slip and fall accidents.

3.3.2 Business to Business (Private or Non-Profit) – Disputes between businesses involving or arising from business related issue such as: corporation issues, partnership issues, royalties, representative, copyright, division of profits payment, debts, bankruptcy, contractors, subcontractors, real property.

3.3.3 Consumer Merchant – Disputes involving a Consumer and Merchant over consumer related issues such as: consumer goods, auto and other repairs, real estate transactions, misrepresentation, product complaint, repairs, banks, collections, (debtor-creditor).

3.3.4 Citation/Infraction – Disputes resulting from or arising out of minor citations or infraction. and not involving formal legal proceedings.

3.3.5 Other – Any type of dispute not fitting into any of these categories.

3.3.6 Family/Domestic Household – Disputes involving or arising from family/domestic issues such as: roommate, family relation, marriage (non-custodial issues), dissolution, husband-wife, parent-child, siblings.

3.3.7 Government/Public Entity –Disputes involving a government or public entity such as: city, county, federal, social services, immigration, intergovernmental disputes, public policy, school boards, governing boards.

3.3.8 Landlord/Tenant – Disputes arising from or involving landlord/tenant issues such as: unlawful detainers; notices: 3-day, pay/quit, 30-day vacate; 30-day change/terms, rent increase, change in rules, harassment, security deposits, refunds, amount

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disputes, maintenance/repairs, habitability standards, rent withholding; repair and deduct, illegal entry, parking garages, late charges, fees/fines, lockout, lease agreements.

3.3.9 Neighbor-Neighbor – Disputes arising from or involving issues between neighbors such as: trees, noise, barking dog, neighbor-community, property line, fences, parking, trash, maintenance of property, drugs, gangs, property damage (non-auto), harassment.

3.3.10 Organizational – Disputes within an organization.

3.3.11 School – Disputes arising from or involving school related issues such as: teacher-student, parent-teacher, student-student, and administration-faculty.

3.3.12 Workplace Related – Disputes arising from or involving workplace related issues such as salary, working conditions, disputes between employees, discrimination, worker's compensation, sexual harassment, other harassment.

3.4 REFERRAL SOURCE CATEGORIES

The list below is designed to give the reader an idea of where and how cases are derived. The examples provided are to assist the reader and are not intended as an exhaustive list.

3.4.1 Attorneys – Such as: Law offices and private practitioners.

3.4.2 County Bar Associations – Such as: Los Angeles County Bar Association

3.4.3 Courts (Civil, Criminal, Juvenile, Small Claims) – Such as: Judges, court personnel, court informational materials

3.4.4 Government/Public Entities – Such as: Federal, State, County, City.

3.4.5 Law Enforcement – Such as: Police, Sheriff, California State Department of Public Health, Probation.

3.4.6 Private or Non-Profit Agency – Such as: United Way, information lines, Catholic charities, welfare rights, etc.

3.4.7 Repeat Client – Former client who has used dispute resolution services before.

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- 3.4.8 Schools – Such as: Local elementary and/or high schools
- 3.4.9 Self Referral – a user who found services through alternative channels, i.e., media, phone book, word of mouth, friend, internet.
- 3.4.10 Small Claims Advisory Office – Such as: Los Angeles County Department of Consumer Affairs, and/or California State Department of Consumer Affairs.
- 3.4.11 Unknown/decline – When Disputant is not specific, refused, or declined to respond
- 3.4.12 Other- Any referral not fitting into any of the categories above.

3.5 DEMOGRAPHIC CATEGORIES

The following demographics are categories of statistical data that are required to be collected by CONTRACTOR on parties entering the dispute resolution process, and reported on a monthly basis by CONTRACTOR to CSS Dispute Resolution Grants Administration Attn: Nusun Muhammad, Project Supervisor. The list of demographic categories is not exhaustive and COUNTY may require statistical data be collected and reported for additional demographic categories.

- 3.5.1 Gender – Male, Female
- 3.5.2 Referral - List the entity where the referral originated from.
- 3.5.3 Age of Disputants – 17 and under, 18-39, 40-64, 65+, not applicable (for organizations and businesses only), Undetermined (participant did not or refused to respond)
- 3.5.4 Annual Household Income – Less than or equal to 20,000, 20,001-30,000, 30,001-50,000, 50,001 and over
- 3.5.5 Ethnicity/Race – Asian/Pacific American, Black, African American, Hispanic/Latino, Native American/Indian, Multiple Ethnicities/Race, White, Not Applicable (organizations, businesses only)

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4.0 OPERATIONS, TRAINING, AND SERVICE STANDARDS

4.1 Budgetary allocations

A minimum of 51% of the Contractors budget for the grant period must be allocated and expended for Dispute Resolution Program services, as defined in The California Code of regulations, which may include collateral services, as defined in The California Code of Regulations

4.2 Fees for Service

4.2.1 CONTRACTOR is not required to charge fees to Disputants for Dispute Resolution Program services. However, if a Contractor charges fees for its Dispute Resolution Program Services, such fees must be assessed on a sliding scale basis, according to income and financial need. The contractor shall fully explain to all Disputants, in advance of the services being furnished, the basis for and the amount of any fees and other costs that may be charged.

4.2.2 CONTRACTOR may not assess any fees upon Disputants who are indigent. "Indigent" includes persons whose income and resources meet the financial qualifications for federal Supplemental Security Income benefits.

4.2.3 CONTRACTOR is prohibited from charging the following fees:

(a)Contingent fees

(b)Fees calculated on the basis of the amount in controversy; or

(c)Fees based on the failure or success of the disputants to agree to resolution terms previously designated be one or more of the disputants.

4.3 Services by Neutrals

4.3.1 Neutrals are individuals who may or may not be volunteers, who are non-affiliated with either party in the dispute, meet the minimum training requirements as defined in the Dispute Resolution Program Act of 1986, and work in assisting parties in reaching a mutually agreeable solution.

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- 4.3.2 CONTRACTOR shall ensure that its Dispute Resolution Program Services are provided by Neutrals. A Neutral is an individual, either paid or unpaid, whose primary function is to provide mediation, conciliation, arbitration, and/or group facilitation under the terms of the Contract.
- 4.3.3 CONTRACTOR shall not have an individual function as a Neutral Person if he or she has financial interest in the subject matter of the dispute or a financial relationship with any party to the dispute resolution proceedings. The existence of such interests or relationships shall be deemed a conflict of interest.
- 4.3.4 CONTRACTOR shall not have an individual function as the Neutral Person if he or she has any personal bias regarding any particular disputant or the subject matter of the dispute.
- 4.3.5 CONTRACTOR will ensure that if, before or during the provision of Dispute Resolution Program Services, a Neutral Person has or acquires an actual or apparent conflict of interest, the neutral person shall so inform all of the Disputants, and shall disqualify him or herself as the Neutral Person unless all the Disputants consent in writing to continue. The Contractor shall replace a disqualified neutral person at no additional cost to any Disputant.
- 4.4 Orientation and Training of Neutral Persons
 - 4.4.1 CONTRACTOR shall require that all persons who provide Dispute Resolution Program Services on its behalf complete a training program. The training must be completed prior to the provision of Dispute Resolution Services by that person.
 - 4.4.2 CONTRACTOR, for purposes of fulfilling the requirements of Section 468.2(g) of the Act, shall provide an orientation and training program for mediators and other facilitators. The program shall consist of a minimum of 25 hours of classroom and practical training.
 - 4.4.3 CONTRACTOR shall ensure classroom training consists of a minimum of 10 hours of lecture and discussion, and shall address the following topics:

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- (a) The history of Dispute Resolution as a problem solving technique and its relationship to the traditional justice system;
- (b) The Dispute Resolution Program Act, and the California Code of Regulations;
- (c) An overview of the structure of the California justice system and the traditional methods of processing civil and criminal cases;
- (d) The structure, design, practice, and theory of Dispute Resolution proceedings and services, as defined, including the varying roles, functions and responsibilities of a Neutral Person, and the distinction between binding and non-binding processes;
- (d) Communication skills and techniques, including developing opening statements, building trust, gathering facts, framing issues, taking notes, empowerment tactics, effective listening and clarification skills. Face-to-face as well as over the telephone communication skills shall be addressed;
- (e) Problem identification and disagreement management skills, including instruction in the establishment of priorities and areas of agreement and disagreement, and the management of special problems that threaten the process;
- (g) Techniques for achieving agreement or settlement, including instruction in creating a climate conducive to resolution, identifying options, reaching consensus, and working toward agreement;
- (h) General review of fact patterns present in typical Dispute Resolution Programservices, including landlord-tenant, customer-merchant, and neighbor-neighbor cases;
- (i) Administrative and intake skills related to Dispute Resolution Program Services, including completion of

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paperwork involved in handling and tracking cases, administrative and reporting forms, correspondence with disputants and referral agencies, agreements to mediate or arbitrate, and the drafting of settlement agreements and awards;

- (j) The role and participation of attorneys and witnesses in Dispute Resolution Program proceedings;
- (k) The organization and administration of the Dispute Resolution Program, including intake procedures, follow-up procedures, and record keeping; and
- (l) The necessity of the voluntary and consensual nature of a Disputant's participation in any Dispute Resolution Program proceedings.

4.4.4 CONTRACTOR shall ensure that the practical training consists of a minimum of 10 hours, which shall include role plays of simulated disputes and observations of actual Dispute Resolution Program Services, including intake procedures as well as actual Dispute Resolution Program proceedings.

4.4.5 CONTRACTOR shall ensure that in addition to the minimum of 25 hours required pursuant to Title 16, Section 3622 of the California Code of Regulations, an additional 25 hours of practicum is provided in accordance with Los Angeles County DRP Bulletin No.: 2004:01. The training shall also include a personal assessment and evaluation of the trainee.

4.4.6 CONTRACTOR shall provide written verification of the dates and times at which the training was attended and completed to all trainees who satisfactorily complete the required orientation and training program.

4.4.7 CONTRACTOR shall ensure that any Neutral(s) who has received training which complies substantially with this Subsection 4.1.4 , or who has had at least 25 hours of Dispute Resolution Program experience prior to his or her provision of Dispute Resolution Program Services, shall be deemed to have met the orientation and training requirements mandated by the Dispute Resolution Programs Act of 1986, this Subsection. . Such prior training or

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experience shall be verified by the program or organization through which it was rendered.

4.5 Oral or Written Agreements Between Disputants

Agreements reached between Disputants as a result of the Dispute Resolution Program Services may be oral or written.

Under Section 467.4 of the California Business and Professions Code, such agreements are presumed not to be enforceable at law or admissible as evidence at judicial or administrative proceedings unless the consent of the Disputants or the agreement includes a provision that clearly states that the agreement or any resulting award shall be so enforceable or admissible as evidence. This election by the Disputants may be made at any time. To be enforceable or admissible, an agreement must:

- (a) Be in writing and signed by all Disputants; and
- (b) Contain an Enforcement of Agreement Statement that clearly expresses that the agreement will be enforceable as law and/or admissible as evidence in any judicial or administrative proceedings.

4.6 Attorney Participation

Disputants are entitled to be accompanied by an attorney at any Dispute Resolution session. Participation by attorneys in Dispute Resolution proceedings may be restricted by the policy of the CONTRACTOR. Such policies shall be clearly explained in the Information Statement provided to Disputants.

4.7 Information and Referral Services

When the Contractor deems it appropriate or when Disputants request it, a Contractor may provide the Disputants with information about the services of other agencies. However, no commissions, rebates, or any other form of payment shall be given or received by a CONTRACTOR, its staff, or its volunteers for referring Disputants to other services or agencies.

4.8 Follow-up Surveys

Annually, or on a more frequent basis, CONTRACTOR shall conduct follow-up surveys of its current and former Disputants', which shall include

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an evaluation of CONTRACTOR. The surveys shall request the Disputants' evaluation of:

- (a) The Dispute Resolution Program Services provided by the CONTRACTOR;
- (b) The fairness or adequacy of the settlement agreement or award;
- (c) Any particular difficulties experienced by the Disputant in carrying out and obtaining compliance with the settlement agreement or award;
- (d) The Disputants' willingness to use the CONTRACTOR'S services in the future; and
- (e) The Disputant's willingness to recommend the CONTRACTOR'S services to others who are involved in disputes.

The survey results shall be submitted as part of the yearly statistical report to the Board of Supervisors or its designee in compliance with Section 471.5 of the Act. Copies of the survey results shall also be forwarded by the Contractor to the Department of Consumer Affairs at the time of submission to the Board of Supervisors or its designee.

5.0 MANAGEMENT, ACCOUNTING, AND REPORTING REQUIREMENTS

5.1 100% Cash/In-Kind Match Requirement

The program has a 100% match requirement. This means that for every dollar in DRPA funds the CONTRACTOR receives, it must obtain a dollar in cash and/or in-kind goods or services from some other funding sources. For example, if the CONTRACTOR receives \$50,000 annually in DRPA funds, it must raise \$50,000 in cash and/or in-kind goods from other sources to also support the program. Due to the nature of the program, programs must get their match mostly from cash, as opposed to in-kind goods and services. For more information on in-kind donation see the Dispute Resolution Program Act.

5.1.1 In-kind donations, including services of volunteers and materials and/or property, may be reported or credited by CONTRACTOR as revenue or expenditures, if such donations:

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- (a) Will be received during the proposed budgetary period;
- (b) Represent necessary and ordinary expenses or services related to the operation and management of the CONTRACTOR'S program and;
- (c) Serve a purpose consistent in nature and cost with the CONTRACTOR'S operation.

5.1.2 In-kind donations must be clearly documented with descriptions of the services or materials donated, the dates received, and the names and addresses of the donors.

5.1.3 Volunteer personnel services shall be documented by timesheets signed by the volunteer and verified by the Contractors, Program Director

5.1.4 For uniform budgeting purposes, standardized values must be used in assessing value to the in-kind donations. The following assessments shall apply:

- (a) Volunteer personnel services shall be valued at no more than \$25.00 per hour.
- (b) Donated facilities may be valued at no more than \$50.00 per dispute resolution proceeding.
- (c) Donations of personal property shall be reported at a fair market value as determined by CONTRACTOR

5.1.5 The following may not be included or credited as in-kind donations:

- (a) Volunteer time provided by members of the CONTRACTOR'S Board of Directors while serving in the capacity as members of the Board.
- (b) Fringe benefits associated with time donated by volunteers.

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5.2 Record Keeping Practices

5.2.1 CONTRACTOR shall provide annual statistic data and reports pursuant to California Business and Professions Code Section 471.4.

5.2.2 All records and files maintained pursuant to Section 471.5 of the California Business and Professions Code shall be retained as follows:

- (a) All financial records shall be retained for a minimum of five (5) years after the expiration of the grant period.
- (b) Signed personnel timesheets for volunteers and employees shall be maintain for a period of five (5) years
- (c) All other statistical data shall be retained for a period of five (5) years.

5.2.3 All records described in this Section shall be made available to the Board of Supervisors or its designee and to the California State Department of Consumer Affairs upon request.

5.3 Program Management Reports

CONTRACTOR shall submit the following program and financial reports to the COUNTY:

5.3.1 Program Report – The Program Report shall consist of information regarding the number of intakes and assessments, proceedings initiated, cases opened, cases closed/resolved, and follow-up surveys conducted by CONTRACTOR each month. One (1) original copy of the Program Report (if more than one program, submit a Program Report for each program and summary of all programs) is to be submitted to; Attention Nusun Muhammad, Project Supervisor, County of Los Angeles Dispute Resolution Program Grants Administration Division, no later than the twenty-fifth (25th) day of each month, for the previous months service provision.

5.3.2 Case Information Reports - The Case Information Report consists of demographic information for CONTRACTOR cases resolved and unresolved, such as age, gender, ethnicity, referral source, type of dispute, and annual household income. One (1) original copy of the Case Information Report (if more than one program, submit a Case Information Report per program and summary of all

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programs) is to be submitted to; Attention Nusun Muhammad, Project Supervisor, County of Los Angeles Dispute Resolution Program Grants Administration Division, no later than the twenty-fifth (25th) day of each month, for the previous months service provision.

5.3.3 Funding Requisition – The Funding Requisition is the vehicle by which the CONTRACTOR invoices the COUNTY for reimbursement of costs for Program services rendered. Two (2) copies of an original signed Funding Requisition, to be submitted in the form and manner designated by the COUNTY Program Manager, by the twenty-fifth (25th) day of the month. Further, Funding Requisition (invoices) shall meet all requirements of Part I, Section 7.0 of the Contract.

5.3.4 Annual Fiscal Closeout Report – The Fiscal Closeout Report is the annual report which reconciles all Program and in-kind expenditures by line item. Two (2) original signed copies must be submitted to the County Project Supervisor and Fiscal Officer as designated. The deadline for submission will be listed in the closeout reporting packet distributed to each contractor at the close of each fiscal year. Fiscal Closeout Reports shall be addressed and sent to:

Nusun Muhammad, Project Supervisor
Community and Senior Services of Los Angeles County
Domestic Violence Planning
Dispute Resolution Program Grants Administration
3175 West 6th Street Room 304, Box 27
Los Angeles, CA 90020

5.3.5 Program Income Statement Report – The Program Income Statement Report is generated by the CONTRACTOR to identify contract revenue versus expenditure. This report is submitted with the Annual Fiscal Closeout Report (Section 5.3.4) on or before July 5th following the end of the term of this Contract. The purpose of this report is to identify the amount of Program Income as described in Section 5.6 below. The Program Income Statement Report should be amended by CONTRACTOR, with notice to COUNTY, if adjustments are required due to any new information received after the filing of the report.

5.3.6 CONTRACTOR shall comply with any additional reporting requirements as required by County and to the extent consistent

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with relevant program provisions, grant regulations, and any applicable Federal, State, or County laws, regulations, and/or ordinances.

Approved Cost Allocation Plan (ACAP) – An Approved Cost Allocation Plan (ACAP) must be submitted as a reference document to this Contract to support the distribution of any joint costs with other funding sources related to the activities of this Contract. All costs included in the ACAP will be supported by formal accounting records, which will substantiate the propriety of eventual charges. Budget allocations are not adequate documentation. CONTRACTOR will retain on file all documentation supporting the methodology utilized to determine the reasonableness of the costs allocated to the cost-reimbursement activities. COUNTY'S designated Contract Monitor will test CONTRACTOR'S ACAP during the normal course of monitoring to ensure compliance with OMB requirements. Failure to comply may result in no payment or in a partial or reduced payment until CONTRACTOR is in compliance. In addition, failure to comply may result in Contract termination.

- 5.4 Property/Capital Expenditures – All property costing five thousand dollars (\$5,000.00) or more purchased with Program funds requires prior written permission from the State and the COUNTY CMM or designee and may be depreciated and tagged and tracked as property of the Los Angeles County Dispute Resolution Program Act (DRP) Programs.
 - 5.4.1 Nonexpendable Property – The Contractor shall maintain a record for each item of nonexpendable property acquired for this program with Alternative Dispute Resolution program funds. Nonexpendable property shall include tangible personal property including but not limited to, office equipment, as well as any funds derived from the sale or disposition of non-expendable property.
 - 5.4.2 Any utilization of funds derived from the sale or disposition of non-expendable property must have prior approval of the County and otherwise comply with all applicable laws and regulations.
 - 5.4.3 In case of termination of this contract, the County reserves the right to determine the final disposition of said non-expendable property acquired for this program. Said disposition may include but is not limited to, taking possession of said non-expendable property.

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5.5 Program Income

Program Income is defined as all gross income (including fees) earned by CONTRACTOR as a direct result of the provision of Dispute Resolution Program Services. Program Income must be identified in monthly Funding Requisitions, and used toward the provision of Program Services. Fees include but are not limited to; training fees, administrative fees, and program interest. The CONTRACTOR will be responsible for tracking all Program Income and expenditures for each program. Further, Program Income must be reported and used by CONTRACTOR consistent with Part II, Subsection 22.4 of the Contract.

6.0 RESPONSIBILITIES

6.1 County's General Responsibilities

- 6.1.1 COUNTY shall appoint a Program Manager (CPM) who will be responsible for coordinating the delivery of services of this Contract, and monitoring CONTRACTORS activities and providing technical guidance to ensure CONTRACTOR meets or exceeds program objectives and requirements.
- 6.1.6 The CPM will provide guidance to CONTRACTOR in areas relating to CSS policy, information, and procedural requirements
- 6.1.7 The CPM or his/her designee will have full authority to monitor CONTRACTORS performance in the day-to-day operation of this Contract.
- 6.1.8 The CPM is not authorized to make any changes in the terms and conditions of this Contract and is not authorized to obligate the COUNTY in any way whatsoever beyond the terms of this Contract.
- 6.1.9 The CPM, responsible for the daily management of Contract operations and oversight of monitoring activities is identified as:

CPM Nusun Muhammad, Project Supervisor
 Community and Senior Services of Los Angeles
 County
 Domestic Violence Planning
 Dispute Resolution Program (DRP) Grants
 Administration Division
 3175 West 6th Street, Room 304, Box 27
 Los Angeles, CA 90020

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6.1.10 The CPM will provide CONTRACTOR with a User Compliant Report (UCR).

6.2 Contractor's General Responsibilities

6.2.1 CONTRACTOR will appoint a Program Director (CPD) who will be responsible for the administration and oversight of all the services provided under this Contract. The name and phone number of the CPD and that of a designee, who is authorized to act on behalf of the CONTRACTOR in the absence of the CPD, shall be designated in writing under Contractor Administration, Attachment I, of this Contract.

6.2.2 The (CPD) will work with the COUNTY's CPM to help resolve any potential areas of difficulty before a problem occurs.

6.2.3 The CPD will respond within twenty-four (24) hours to all calls and/or reports regarding CONTRACTOR's performance. The CPD or his/her designee will be available to authorize COUNTY personnel during work hours as stated in the Statement of Work, Monday through Friday, with the exception of legal holidays.

6.2.4 CONTRACTOR will not schedule or conduct any meetings or negotiations under this Contract on behalf of the COUNTY or CSS.

6.2.5 Overall program coordination between CONTRACTOR and COUNTY shall be through COUNTY's CPM or his/her designee and the CONTRACTOR's Program Director, an authorized representative(s) or their designated alternates

6.2.6 CONTRACTOR agrees that any work performed outside the scope of this Contract, including the Statement of Work, shall be deemed a gratuitous act on the part of CONTRACTOR and, therefore, CONTRACTOR shall have no claim against the COUNTY for said work.

6.3 Additional Contractor Personnel

6.3.1 CONTRACTOR will provide sufficient personnel, competent to perform all work in accordance with the requirements of the Contract. The CONTRACTOR'S Program Director or his or her designee will supervise all of the personnel assigned to work on this Contract.

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6.3.2 CONTRACTOR will immediately notify COUNTY of any changes in CONTRACTOR'S authorized personnel that may affect the operation of the Contract.

6.3.3 CONTRACTOR will not permit any employee to perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance, which might impair the employee's physical or mental performance.

7.0 QUALITY ASSURANCE PLAN

7.1 The CONTRACTOR will establish and maintain a Quality Assurance Plan (QAP) to assure the requirements of the Contract are met. A copy of the QAP must be provided to the CPM for review and approval on or before the Contract start date, and as changes occur. The original QAP and any revisions thereto will include, but not be limited to the following:

- (a) Methods used to insure that the quality of service performed fully meets the performance requirements set forth in the Performance Requirement Summary (PRS) Chart, Exhibit D. CONTRACTOR will include methods for identifying and preventing deficiencies in the quality of services performed before the level of performance becomes unacceptable.
- (b) Methods for insuring uninterrupted service to COUNTY in the event of a strike by CONTRACTOR'S employees or any other potential disruption in service.

7.2 If CONTRACTOR'S performance requirements are not met, the CPM may call CONTRACTOR, and/or send CONTRACTOR a User Complaint Report (UCR) form, Attachment XI of the Sample Contract. CONTRACTOR will respond to the UCR within twenty-four (24) hours of receipt. All performance requirement issues will be reported to the CPM.

7.3 A record of all evaluations conducted by CONTRACTOR including corrective action taken, the time a problem was first identified, a clear description of the problem, the time elapsed between identification of the problem and the completed corrective action will be provided to the COUNTY upon request.

7.4 CONTRACTOR will not utilize any employee or Subcontractor whose work has been deemed deficient and unacceptable by the CPM.

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8.0 QUALITY ASSURANCE MONITORING

- 8.1 Dispute Resolution Program staff or other personnel authorized by the COUNTY, will monitor CONTRACTOR'S performance under the Contract using the quality assurance procedures specified in this Statement of Work. All monitoring will be conducted in accordance with Part II, Section 27.0, COUNTY'S Quality Assurance Plan, of the Contract and Exhibit D, Performance Requirement Summary (PRS) Chart

9.0 PROGRAM INFORMATION SUMMARY

- 9.1 CONTRACTOR must complete the Program Information Summary, which includes a Program Description (a brief description of the program including hours of operation, and what types of disputes will be accepted), and Program Operating Plan (a brief description of how the program will be operated on a day-to-day basis), and provide the Summary to: Attention Nusun Muhammad, Project Supervisor, County of Los Angeles Dispute Resolution Program Grants Administration Division. prior to the execution of the Contract.
- 9.2 CONTRACTOR is responsible for ensuring that the Project Operating Plan (meaning the number of intake problem assessments, proceedings initiated, cases closed/resolved, and follow-up surveys will be achieved for the Contract period), are realistic and achievable under the terms of this contract. CONTRACTORS with more than one program must complete a separate Program Information Summary for each program and one combined for all programs.

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DISPUTE RESOLUTION PROGRAM**

**STATEMENT OF WORK
JULY 1, 2009 – JUNE 30, 2010**

EXHIBIT B
Page 1 of 8

CONTRACT NO: Amendment No: Modification No:

Contractor _____ Component _____

Executive Director _____ Phone _____ Fax _____ Email _____

Mailing Address (P.O. Box) _____

Managing Attorney _____ Phone _____ Fax _____ Email _____

Mailing Address (P.O. Box) _____ Website _____

Estimated Annual Activity					
	1 st Q	2 nd Q	3 rd Q	4 th Q	Total
Telephone Conciliations Conducted					
Face-to-Face Mediations Conducted					
Group Facilitations Conducted					
DRPA Permitted Arbitrations Conducted					
TOTAL					

PROGRAM AND BUDGET APPROVALS: The following representatives have reviewed and approved the Statement of Work and Budget (Exhibits "B" and "C") and any additional pages attached for use in carrying out this RFP.

Contractor/Agency Representative _____ Date _____

Contract Management Supervisor _____ Date _____

Contract Management Analyst _____ Date _____

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EXHIBIT B
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STATEMENT OF WORK
JULY 1, 2009 - JUNE 30, 2010

CONTRACT NO:
Amendment No:
Modification No:

Contractor _____ Component _____
Executive Director _____ Phone _____ Fax _____ E-Mail _____
Mailing Address (P.O. Box) _____
Program Director _____ Phone _____ Fax _____ E-Mail _____
Mailing Address (P.O. Box) _____ Website _____

I. Performance Outcomes:

Goals	1 st Q	2 nd Q	3 rd Q	4 th Q	Total Annual Goal
Number of Disputes for which telephone conciliation or Face-to-face mediations are conducted and result in a resolution					
Number of parties who participated in a telephone conciliation or face-to-face mediation, whether a resolution was reached or not, and evaluated the overall services received on the standardized CSS DRP Client Survey is "Excellent"					
Number of public Education/Presentations (Training and Presentations) resulting in public awareness of DRP Services					
TOTAL					

Executive Director _____ Signature _____ Date _____
Program Director/Managing Attorney _____ Signature _____ Date _____
Contract Management Supervisor _____ Signature _____ Date _____
Contract Management Analyst _____ Signature _____ Date _____

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STATEMENT OF WORK

JULY 1, 2009 - JUNE 30, 2010

CONTRACT NO:
Amendment No:
Modification No:

Contractor _____ Component _____ Supervisorial District _____

II. Program Site Information

Program Sites: On the next page, CONTRACTOR should list full-time program sites within Los Angeles County from which it will be providing program services. For most contractors this will only be one physical location. Not the following:

A full-time program site is a location which is generally open and operating every weekday during normal business hours and available for clients to access by phone or walk-in during these hours. While appointment systems are permitted for intakes, walk-in services should be publicized and walk-ins should be accommodated to the best of the program's ability.

The site must also be the primary work location and base of operations for at least one individual who is working at least thirty hours a week on the contract in practice and as it appears on the DRP Contract Personnel Budget.

DO NOT list sites that do not meet these requirements. This includes locations at which you may have a phone line and/or desk, but does not meet the above requirements. It also includes sites at which you may only, on an occasional, weekly or monthly basis conduct initial intakes or may sometimes use just for mediation, group facilitation, or arbitrations.

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COMMUNITY AND SENIOR SERVICES
DISPUTE RESOLUTION PROGRAM**

CONTRACT NO: Amendment No: Modification No:

**STATEMENT OF WORK
JULY 1, 2009 - JUNE 30, 2010**

II. Program Site Information

<u>Address:</u>	<u>Address:</u>
<u>Public Phone Number(s):</u>	<u>Public Phone Number(s):</u>
<u>Administrative Phone Number:</u>	<u>Administrative Phone Number:</u>
<u>Facility/Complex:</u>	<u>Facility/Complex:</u>
<u>Address:</u>	<u>Address:</u>
<u>Public Phone Number(s):</u>	<u>Public Phone Number(s):</u>
<u>Administrative Phone Number:</u>	<u>Administrative Phone Number:</u>
<u>Facility/Complex:</u>	<u>Facility/Complex:</u>

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EXHIBIT B
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CONTRACT NO:
Amendment No:
Modification No:

**STATEMENT OF WORK
JULY 1, 2009 - JUNE 30, 2010**

Contractor _____ Component _____

III. Program Narrative / Statement of Work

The following will be performed consistent and in accordance with the definitions and requirements detailed in the Mandated Program Requirements, Exhibit A of this Contract, the Performance Requirements Summary Chart (PRD), Exhibit D of this Contract, and the Dispute Resolution Program Act and Regulations, Exhibit E of this Contract.

Community Program

CONTRACTOR will provide telephone conciliation, face-to-face mediation, and group facilitation services to parties involved in any dispute in which no court case has been initiated. At least one of the parties in each dispute will be a Los Angeles County resident, business, or organization. These Services will be offered to any party in a dispute regardless of their specific location in the County. This will include consumer-merchant, residential landlord-tenant, family-domestic, neighbor-neighbor, employer-employee, business-business, and government-citizen disputes, among others. The program, its staff, and volunteers will remain neutral throughout the provision of services and do not represent one party over another or show any bias or favoritism for one party over another.

Marketing of Services

CONTRACTOR will regularly conduct marketing activities to make the general public aware of the services. This will include interaction with various entities such as community, neighborhood, and business groups, non-profit organizations, law enforcement agencies, local governments, and business groups, among others. Regular marketing activities will also include the targeting of specific special populations. These are populations that for various reasons have difficulty accessing or navigating the formal court system. Examples include low income persons, limited English proficiency and immigrant groups, the elderly, and the disabled, among others. The purpose of the marketing of services will be to have parties in disputes actually access the services and participate in a dispute resolution process.

Volunteer Conciliators, Mediators, and Facilitators

CONTRACTOR will regularly conduct marketing activities and other efforts to recruit and retain a diverse pool of volunteer mediators to be properly trained to conduct telephone conciliations, face-to-face mediations, and group conciliations under this Contract. The volunteers will be adequately supervised. Policies and procedures regarding the recruitment, use and retention of volunteers will be designed and continually improved. This will be to maximize the total number of telephone conciliations, face-to-face mediations, and group facilitations conducted under this contract in which a salaried staff person is not a co-conciliator, co-mediator, or co-facilitator.

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COMMUNITY AND SENIOR SERVICES

EXHIBIT B
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DISPUTE RESOLUTION PROGRAM

STATEMENT OF WORK

JULY 1, 2009 - JUNE 30, 2010

CONTRACT NO:
Amendment No:
Modification No:

Contractor _____ Component _____

III. Program Narrative / Statement of Work

Court-Connected Program (Day of Trial Small Claims Mediation)

CONTRACTOR will provide face-to-face mediation services to parties whose dispute has been filed in state civil small claims court at certain courthouses on set days of the week. Small Claims Court Jurisdiction cases are cases in which the amount in controversy is up to \$7,500 for individual plaintiffs and up to \$5,000 for corporations. The services will be offered to parties the day of their scheduled trial. For those parties wanting to mediate, the mediation will occur on the same day in the same courthouse or an adjacent building. If the mediation does not resolve the dispute, the judge will decide the case. The services will be offered to all parties regardless of the type of dispute. The program, its staff, and volunteers will remain neutral throughout the provision of services and do not represent on party over another or show any bias or favoritism for one party over another.

Volunteer Mediators

CONTRACTOR will regularly conduct marketing activities and other efforts to recruit and retain a diverse pool of volunteer mediators to be properly trained to conduct the face-to-face mediations under this Contract. The volunteers will be adequately supervised. Policies and procedures regarding the recruitment, use and retention of volunteers will be designed and continually improved. This will be to maximize the total number of face-to-face mediations conducted under this contract in which a salaried staff person is not a co-mediator.

Court-Connected Program - (ADR Office, Superior Court of California, Los Angeles County)

CONTRACTOR will provide mediation, neutral evaluation, and settlement conference dispute resolution services to any civil limited or civil unlimited jurisdiction case, probate court case, or family law case filed in the Superior Court of California. CONTRACTOR will also provide those arbitration services that are permitted under the Dispute Resolution Programs Act and Regulations.

Civil Limited Jurisdiction cases are cases in which the amount in controversy is between \$7,500 and \$25,000 for individuals, or \$5,000 and \$25,000 for corporations. Civil Unlimited Jurisdiction cases are cases in which the amount in controversy is more than \$25,000. The most common types of disputes in civil limited and unlimited jurisdiction are personal injury and property damage disputes, business to business disputes, workplace related disputes, and commercial landlord-tenant disputes. Probate cases involve issues related to deceases individuals and inheritances, wills, and trusts. Persuatu to the Act and Regulations, no services will be provided to family law cases that involve child custody, visitation, or support issues. Services will be provided to family law cases that address issues related to legal separations and divorces and property division.

**COUNTY OF LOS ANGELES
COMMUNITY AND SENIOR SERVICES
DISPUTE RESOLUTION PROGRAM
STATEMENT OF WORK**

JULY 1, 2009 - JUNE 30, 2010

EXHIBIT B
Page 7 of 8

CONTRACT NO: Amendment No: Modification No:

Contractor _____

Component _____

III. Program Narrative / Statement of Work

Approximately X civil limited and unlimited jurisdiction cases are filed in the court annually. Approximately X% of these will access the services. In addition, approximately X family law cases and probate cases will access the services.

Marketing of Services

Contractor will conduct marketing activities to make parties, attorneys, court administration and staff, and judges fully aware of the benefits of the services and how to access them.

Volunteer Mediators, Neutral Evaluators, and Arbitrators

Contractor will regularly conduct marketing activities and other efforts to recruit and retain a diverse pool of volunteers to be properly trained to conduct mediations, neutral evaluations, and arbitrations. The volunteers will be adequately supervised. Policies and procedures regarding the recruitment, use, and retention of volunteers will be regularly reviewed and continually improved.

Youth Program

Victim-Offender Mediations

Contractor will provide face-to-face mediation services to disputes involving juvenile offenders of misdemeanor crimes and their victims. At least one of the parties in each dispute will be a Los Angeles County resident, business, or organization. Typical dispute types include petty theft/shoplifting, misdemeanor assault or misdemeanor battery, vandalism, and disturbance of the peace. Victims include individuals and businesses. The program, its staff, and volunteers will remain neutral throughout the provision of services and do not represent one party over another or show any bias or favoritism for one party over another. The mediator will be an adult.

Parent/Guardian-Child Mediations

Contractor will provide face-to-face mediation services to disputes between minor children and their parent or guardian. At least one of the parties in each dispute will be a Los Angeles County resident. Typical issues addressed include curfews, school attendance and performance, homework, dress, alcohol/drug use, friends, respect, and extra-curricular activities. The program, its staff, and volunteers will remain neutral throughout the provision of services and do not represent one party over another or show any bias or favoritism for one party over another. The mediator will be an adult.

**COUNTY OF LOS ANGELES
COMMUNITY AND SENIOR SERVICES
DISPUTE RESOLUTION PROGRAM**

STATEMENT OF WORK

JULY 1, 2009 - JUNE 30, 2010

EXHIBIT B

Page 8 of 8

CONTRACT NO: Amendment No: Modification No:

Contractor _____ Component _____

III. Program Narrative / Statement of Work

Peer Mediations

Contractor will provide face-to-face mediation services to disputes between minor children in schools. Students themselves will conduct the mediations after being properly trained by Contractor and under the supervision of the Contractor. Services will be provided only at public schools in Los Angeles County. Typical issues addressed include name-calling, gossiping, physical contact, threats, friendships, and romantic interests and relationships. The program, its staff, and mediators will remain neutral throughout the provision of services and do not represent one student over another or show any bias or favoritism for one student over another. The mediator will be a student, not an adult.

Marketing of Services

Contractor will regularly conduct marketing activities to make the general public aware of the services. This will include interaction with various entities such as parent and school groups, business groups, non-profit organizations, law enforcement agencies, and local governments, among others. Regular marketing activities will also include the targeting of specific special populations. These are populations that for various reasons have difficulty accessing, navigating, or resolving their core issues through more formal resolution processes such as criminal court, formal counseling, and regular school discipline systems. Examples include low income families, limited English proficiency and immigrant groups, and the disabled, among others. The purpose of the marketing of services will be to have parties in disputes actually access the services and participate in a dispute resolution process.

Volunteer Mediators

Contractor will regularly conduct marketing activities and other efforts to recruit and retain a diverse pool of volunteer mediators to be properly trained to conduct face-to-face mediations under this Contract. The volunteers will be adequately supervised. Policies and procedures regarding the recruitment, use, and retention of volunteers will be designed and continually improved. This will be to maximize the total number of face to face mediations conducted under this contract in which a salaried staff person is not a co-conciliator, co-mediator, or co-facilitator. All peer mediations will be conducted in the presence of an adequately trained adult to provide formal feedback to the peer mediator. This adult will not participate in the mediation and can be a salaried staff person, volunteer, or teacher or administrator from the school.

COUNTY OF LOS ANGELES

COMMUNITY AND SENIOR SERVICES

DISPUTE RESOLUTION PROGRAM

BUDGET

JULY 1, 2009 - JUNE 30, 2010

CONTRACT NO:
Amendment No:
Modification No:

Contractor _____	Component _____
Executive Director _____	Phone _____ Fax _____ E-Mail _____
Mailing Address _____	
Program Manager _____	Phone _____ Fax _____ E-Mail _____
Mailing Address _____	Website _____

I. Budget Summary

Please read all instructions on the following page BEFORE filling out this section.

A. COST CATEGORY	B. Grant Share-amount of contract funds received from CSS DRP that CONTRACTOR will expend in each category	C. Non-Grant Share	D. Total Program Budget (B+C1+C2)
		C1: Cash Revenue from sources other than the CSS DRP that is used to meet the total program budget. Column D, and meet the 100% match requirement	C2: In-Kind (non-cash donated goods and services) DRP that is used to meet the total program budget. Column D, and meet the 100% match requirement
1. Employee Salaries			
2. Employee Payroll Taxes and Benefits			
3. Consultants/Independent Contractors			
4. Travel and Training			
5. Space			
6. Office Supplies			
7. Computers/Office Equipment/Furniture			
8. Other			
9. Total (should match totals column in II. Budget Justification)	\$ -	\$ -	\$ -

[1] All computer hardware must be approved by CSS in writing separate from this contract prior to being purchased. Any item more than \$5,000 in cost must also be approved by CSS in writing separate from this Contract prior to being purchased. **Costs shall only include prorated share attributable to contract.**

COUNTY OF LOS ANGELES
COMMUNITY AND SENIOR SERVICES
DISPUTE RESOLUTION PROGRAM
BUDGET

CONTRACT NO:
Amendment No:
Modification No:

JULY 1, 2009 - JUNE 30, 2010

Contractor

Component

Definition of Terms	
1. Employee Salaries	
2. Employee Payroll Taxes and Benefits	- includes federal social security taxes (FICA), state disability insurance (SDI), state unemployment insurance (SUI), retirement plan benefits, health insurance, life insurance, etc.
3. Consultants/Independent Contractors	- refer to the California Department of Labor Standards and Enforcement (DLSE) for determining whether an individual is a Consultant/Independent Contractor or an Employee (www.dir.ca.gov/dlse)
4. Travel and Training	- includes travel and training costs for conferences, seminars, workshops, and other continuing education activities for employees reflected on the contract personnel budget of this exhibit; also includes automobile mileage and parking reimbursement and other travel costs incurred by individuals in the course of providing direct or administrative services related to this contract. This does not include the sponsoring, organizing, or subsidizing of any trainings, conferences, seminars, or the like
5. Space	- includes office and/or program space used to provide direct and/or administrative services related to this contract whether the space is rented or owned as well as any related utilities such as electricity and water
6. Office Supplies	- includes tangible items with a limited life span once the use of the item has begun such as paper and pens and/or items that by themselves are of a minimal cost such as staplers and paper clips
7. Computers/Office Equipment/Furniture	- includes tangible objects with an expected life span of several years including computer hardware and software, fax machines, photocopiers, furniture of any type to be used by clients under this contract and/or employees reflected on the contract personnel budget; items can be purchased or leased. [1]
8. Other	- any cost that does not fall under any of the other above category definitions. A reminder that any expense for a service provided by an individual or individuals must be under employee salaries or consultants/independent contractors

COUNTY OF LOS ANGELES
COMMUNITY AND SENIOR SERVICES
DISPUTE RESOLUTION PROGRAM
BUDGET

JULY 1, 2009 - JUNE 30, 2010

CONTRACT NO:
Amendment No:
Modification No:

Contractor _____

Component _____

II. Budget Justification (Note: This is a **Sample page**. It is not intended to be used as an actual Budget Justification)

A. Employee Salaries (see Section III for breakdown)	\$ 120,000
B. Employee Payroll Taxes and Benefits (see Section IV for breakdown)	\$ 36,000
C. Consultant/Independent Contractors temp clerical typist \$20/hr x 1,040 hrs x .25 (100% time working on contract) = \$20,080; CPA \$125/hr x 40 hrs x .25 (25% AGAP) = \$1,250	\$ 79,330
D. Volunteer Hours 50 volunteers for the year volunteering for 300 hours (300 x \$25/hr DRPA rate) = \$75,000	\$ 75,000
E. Travel and Training ACR or ABA/DR Conference \$100 per person x 4 staff working x .1 (100% time working on contract) = \$400 DRPA 25 Hour Training = \$100 per person x 4 staff x .1 (100% time working on contract) = \$400	\$ 800
E. Space Norwalk - 134 Beach St. - \$10 sq/ft x 12 mos X .1 (100% of space only for contract) = \$36,000 Central LA - 3342 Main St. - \$15 sq/ft x 1,000 sq/ft x 12 mos x .25 (25% AGAP) = \$45,000	\$ 81,000
F. Donated Space for mediations/telephone conciliations/arbitrations/group facilities for which neither the program nor the programs parent entity has any cash expense 25 mediations to be conducted in such space X \$50 DRPA rate = \$1,250	\$ 1,250
G. Other Donated Space spaced on a regular basis for which neither the program nor the programs parent entity has any cash expense for direct program purposes, must be based on CAP% - 100 square feet X 30% CAP = 30 square feet X 12 months = 360 square feet X \$50/RS/psf	\$ 1,800
H. Office Supplies office supplies = \$8,000 x .25 (25% AGAP) = \$2,000 cleaning supplies = \$2,000 x .25 (25% AGAP) = \$500	\$ 2,500
I. Computers/Office Equipment/Furniture fax machine (purchased) \$1,500 x .25 (25% AGAP) = \$375 photocopy machine (lease) 12 mos x \$300 a month x .25 (25% AGAP) = \$900 4 personal computers and peripherals x \$700 x .1 (100% used only for contract) = \$2,800	\$ 4,575
J. Other insurance - general liability - 12 mos x \$1,200 = \$14,400; Food - \$2,500 \$700 a month utilities x 12 mos x .25 (25% AGAP) = \$375 volunteer recognition = \$500	\$ 22,775
	\$ 78,050

[1] Prior written approval must be received from the CSS Contracts Compliance Division

COUNTY OF LOS ANGELES
COMMUNITY AND SENIOR SERVICES
DISPUTE RESOLUTION PROGRAM
BUDGET

JULY 1, 2009 - JUNE 30, 2010

EXHIBIT C
Page 4 of 7

CONTRACT NO:
Amendment No:
Modification No:

Contractor

Component

II. Budget Justification (Note: This is a Sample page. It is not intended to be used as an actual Budget Justification)

A. Employee Salaries (see Section III for breakdown)	\$
B. Employee Payroll Taxes and Benefits (see Section IV for breakdown)	\$
C. Consultant/Independent Contractors	\$
D. Volunteer Hours	\$
E. Travel and Training	\$
F. Donated Space for mediations/telephone conciliations/arbitrations/group facilities	\$
G. Other Donated Space	\$
H. Office Supplies	\$
I. Computers/Office Equipment/Furniture	\$
J. Other	\$
K. Total	\$

[1] Prior written approval must be received from the CSS Contracts Compliance Division

Personnel Budget Justification

CONTRACT NO:	
Amendment No:	
Modification No:	

III. Employee Salaries [1]

[illegible]

[1.] Only use whole numbers by rounding up or down to the nearest whole number

[2.] **Payroll Title** - this should be the exact title that appears on the employee timecard, employee file, and payroll records (e.g. "attorney"). Abbreviate if necessary.

[3.] Item Number - to distinguish budgeted positions with the same payroll title. For example, if you have ten employees with the attorney payroll title, each slot should have a unique item number

[4.] Employee Name - as it appears on all other contractor records

[5.] Monthly Salary - if part-time employee, put hourly wage

[6.] % of Time Working On Contract - If part-time employee, put number of projected hours a month working on contract

[7.] Cannot exceed DxExF (E should be multiplied as a decimal - e.g. 70% = .70, 100% = 1)

COUNTY OF LOS ANGELES
COMMUNITY AND SENIOR SERVICES
DISPUTE RESOLUTION PROGRAM
Personnel Budget Employee Taxes/Benefits
July 1, 2008 - June 30, 2009

EXHIBIT C
Page 6 of 7

CONTRACT NO:
Amendment No:
Modification No:

IV. Employee Payroll Taxes and Benefits

Specify type of costs, percentages, and base applied:	Maximum Possible Amount That Can Be Invoiced To Contract	Actual Amount To Be Invoiced To Contract
FICA %		
SDI/SUI %		
%		
%		
%		
%		
Total	\$ -	\$ -

EXHIBIT C
Page 7 of 7

V. Other Funding Sources

[illegible]

EXHIBIT D

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART DISPUTE RESOLUTION PROGRAM

- I. Introduction: Performance measures are a critical tool used to assess service outcomes. CONTRACTOR is responsible for ensuring that it achieves the performance goals established in this Exhibit D.
- II. Definition: The chart below details the Performance Outcomes and Service Standards that CONTRACTOR shall adhere to. These areas shall be evaluated based on the following:
 - A. Reference – The document (e.g., source of) the provision/requirement that the Performance Outcome was derived.
 - B. Performance Outcomes – The standard to which CONTRACTOR shall be held as a result of the providing of program services to Clients. These outcomes will be analyzed by COUNTY to measure the quality and effectiveness of program services, which may affect the future program funding.
 - C. Service Standard – These are the benchmarks against which the Performance Outcomes will be measured against.

III. Quarterly Performance Reviews and Annual Refunding Recommendations:

- A. 1st and 2nd Quarter: CSS will review each programs progress towards reaching its contract year goal at the end of the 1st and 2nd quarter. Contractors who are not on track to reach their annual goal for any of the three performance measures (the annual goal pro-rated by quarter) will be required to immediately submit an action plan. The plan will have to include the specific actions that will be taken by the program, the name and title of the primary staff person responsible for taking each action, and the date(s) by which each action will be completed. CSS will quickly provide written feedback regarding the plan.
 - B. 3rd Quarter: At the end of the third quarter, each funded program will receive a Performance Evaluation Score. Every program will begin with a score of 1,000. If the first performance goal is not met, 200 points will be deducted from their score, if the second performance goal is not met, 100 points will be deducted from their score, and if the third performance goal is not met, 100 points will be deducted from their score. This a program could receive a of anywhere between 600 and 1,000. The 3rd Quarter goal is pro-rated of the annual goal (i.e. 75% of the annual contract year goal).
- Contractors who receive 600 or 700 points will be recommended to the Board of Supervisors respectively for a 40% or 30% reduction in funding for the next fiscal year. Contractors who receive 800 or 900 points will be recommended to the Board of Supervisors for funding at the same level for the next fiscal year as they receive for the current fiscal year. Contractors who
-

receive 1,000 points may be recommended for an increase in funding based on several factors, especially whether any additional funds are available. Additional funds are usually only available if another program that is within the same program component as the Contractor who receives a score of 1,000, is recommended for reduction in funding.

C. 4th Quarter: The internal County refunding process must start at the end of the 3rd quarter. 4th Quarter goal attainment will also be reviewed by CSS. If the 4th Quarter Goal attainment results in a different score for any program, the contract amount for which the new fiscal year contract is executed will be adjusted accordingly.

Note: *All Service Standard in the Performance Requirements Summary Chart are based on an average of reported figures by Contractors for current fiscal years.*

It is the Contractors responsibility to assure that Program Reporting forms are submitted on time. Performance Scores and Recommendations will be only based on reports that have been received by CSS.

Reference	Performance Outcome	Service Standard	Points Deducted From 1,000 Point Base for Quarterly Performance Reviews and Annual Refunding Recommendations
Contract Exhibit A, Mandated Program Requirements; Contract Exhibit B, Statement of Work	Number of disputes for which telephone conciliations or face-to-face mediations are conducted and result in a resolution	Community Programs: Day of Trial Small Claims Program: Superior Court ADR Office: Peer Mediation Programs: Other Youth Programs:	200
Contract Exhibit A, Mandated Program Requirements; Contract Exhibit B, Statement of Work	Number of parties who participated in a telephone conciliation or face-to-face mediation, whether a resolution was reached or not, and who evaluated the Overall Services Receive on the Standardized CSS DRP Client Survey as "Excellent."	All Components/Program Types:	100
Contract Exhibit A, Mandated Program Requirements; Contract Exhibit B, Statement of Work	Number of public Education/Presentations (Training and Presentations) resulting in public awareness of DRP Services	All Components/Program Types:	100

CONTRACTOR'S ADMINISTRATION**CONTRACTOR'S NAME:** _____**CONTRACT NO:** _____**CONTRACTOR'S PROJECT MANAGER:**

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

COUNTY'S ADMINISTRATION**CONTRACT NO.** _____**CSS DIRECTOR:**

Name: Cynthia Banks
Title: Director
Address: 3175 West Sixth Street
Los Angeles, CA 90020
Telephone: (213) 738-4208
Facsimile: (213) 380-8275
E-Mail Address: cbanks@css.co.la.ca.us

COUNTY CONTRACT MANAGEMENT MANAGER (CMM):

Name: Nusun Muhammad
Title: Project Supervisor
Address: 3175 West Sixth Street
Los Angeles, CA 90020
Telephone: (213) 738-2621
Facsimile: (213) 386-3995
E-Mail Address: nmuhamma@css.lacounty.gov

COUNTY CONTRACT COMPLIANCE MANAGER (CCM):

Name: Nusun Muhammad
Title: Project Supervisor
Address: 3175 West Sixth Street
Los Angeles, CA 90020
Telephone: (213) 738-2621
Facsimile: (213) 386-3995
E-Mail Address: numhamma@css.lacounty.gov

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

- ☐ Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

- ☐ Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Signature

Date

Name and Title of Signer (please print)



Department of the Treasury

Internal Revenue Service

Notice 1015

(Rev. December 2006)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2006 are less than \$38,348 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees? You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2007.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from the IRS website at www.irs.gov or by calling 1-800-829-3676.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2006 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2006 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2006 and owes no tax but is eligible for a credit of \$824, he or she must file a 2006 tax return to get the \$824 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2007 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

Notice 1015 (Rev. 12-2006)
Cat. No.205991

CERTIFICATION FORM AND APPLICATION FOR EXCEPTION

The County's solicitation for this Request for Statement of Qualifications is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the proposer is exempt from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For _____ Services:		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.

My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

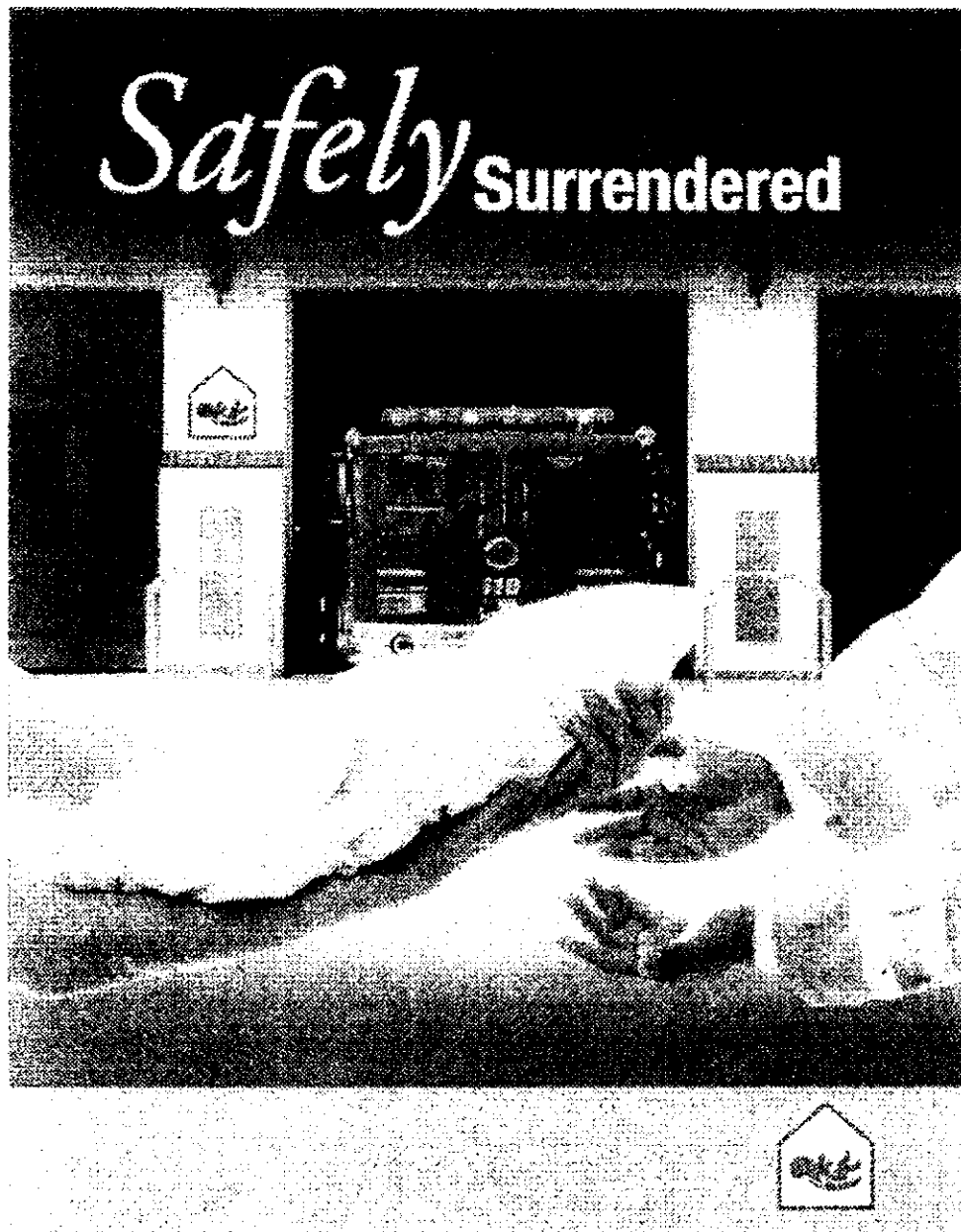
OR

Part II: Certification of Compliance

My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

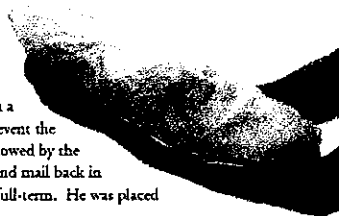
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

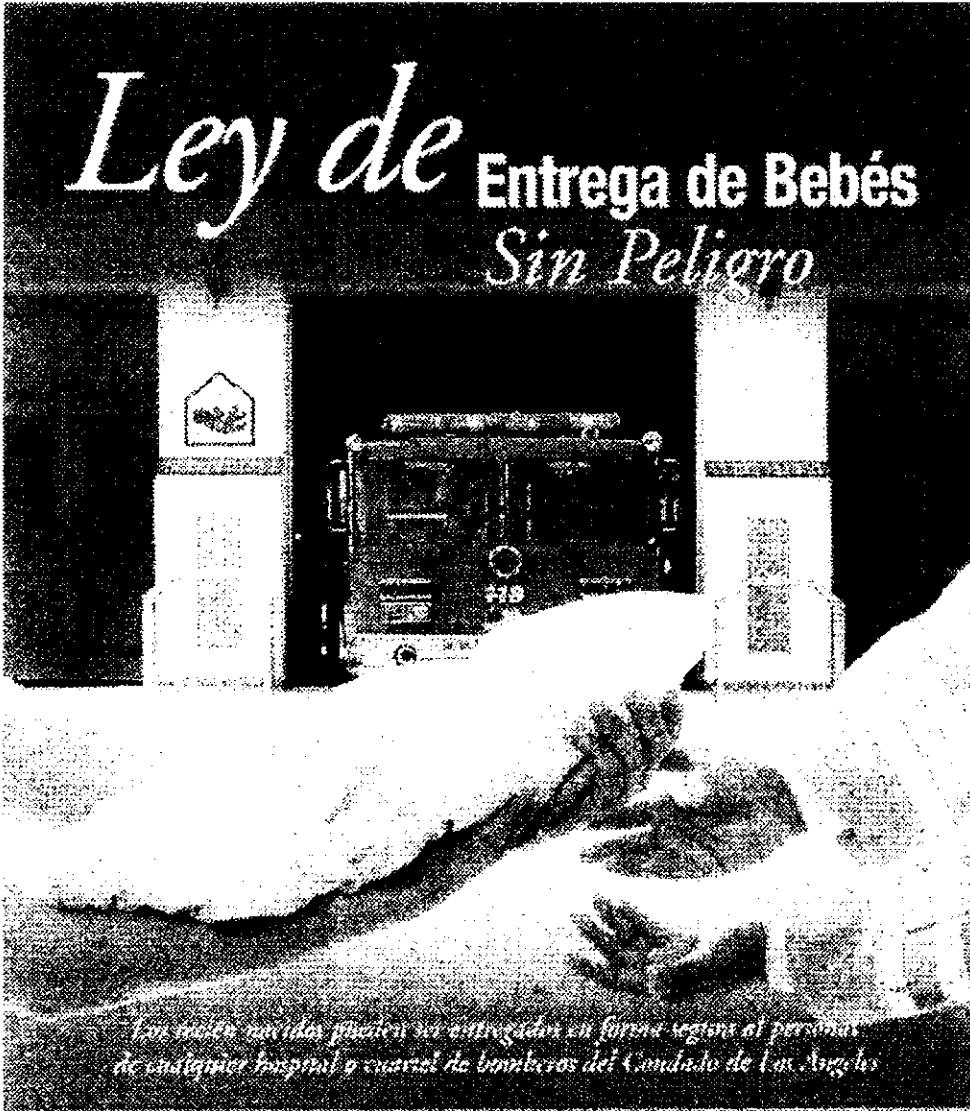
The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.




Ley de Entrega de Bebés *Sin Peligro*



Las recién nacidas pueden ser entregadas en forma segura al personal
de cualquier hospital o cuartel de bomberos del Condado de Los Angeles

Se puede obtener más información en:

www.lacountyfire.org o al llamar al 911



Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro permite a los padres o adultos que no quieren cuidar a su recién nacido, entregarlo de manera legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



CONTRACTOR'S EEO CERTIFICATION

CONTRACTOR Name

Address

Internal Revenue Service Employer Identification Number**GENERAL CERTIFICATION**

In accordance with Section 4.32.010 of the Code of the COUNTY of Los Angeles, the CONTRACTOR, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

- | | | | |
|----|---|------------------------------|--|
| 1. | The CONTRACTOR has a written policy statement prohibiting phases of employment. | Yes <input type="checkbox"/> | No <input type="checkbox"/>
discrimination in all |
| 2. | The CONTRACTOR periodically conducts a self analysis of its work force. | Yes <input type="checkbox"/> | No <input type="checkbox"/>
or utilization analysis |
| 3. | The CONTRACTOR has a system for determining if its employment practices are discriminatory against protected groups. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. | Where problem areas are identified in employment practices, the CONTRACTOR has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to COUNTY with CONTRACTOR's executed Contract. Work cannot begin on the Contract until COUNTY receives this executed document.)

CONTRACTOR Name _____ Contract No. _____

Employee Name _____

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the COUNTY of Los Angeles to provide certain services to the COUNTY. The COUNTY requires your signature on this CONTRACTOR Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the CONTRACTOR referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the COUNTY of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the COUNTY of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the COUNTY of Los Angeles pursuant to any agreement between any person or entity and the COUNTY of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the COUNTY, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the COUNTY, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the COUNTY of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the COUNTY. In addition, I may also have access to proprietary information supplied by other vendors doing business with the COUNTY of Los Angeles. The COUNTY has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in COUNTY work, the COUNTY must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the COUNTY. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the COUNTY of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the COUNTY, design concepts, algorithms, programs, formats, documentation, CONTRACTOR proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or COUNTY employees who have a need to know the information. I agree that if proprietary information supplied by other COUNTY vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to COUNTY with CONTRACTOR's executed Contract. Work cannot begin on the Contract until COUNTY receives this executed document.)

CONTRACTOR Name _____ Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

The CONTRACTOR referenced above has entered into a contract with the COUNTY of Los Angeles to provide certain services to the COUNTY. The COUNTY requires your signature on this CONTRACTOR Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the CONTRACTOR referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the CONTRACTOR referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the COUNTY of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the COUNTY of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the COUNTY of Los Angeles pursuant to any agreement between any person or entity and the COUNTY of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the COUNTY, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the COUNTY, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the COUNTY of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the COUNTY. In addition, I may also have access to proprietary information supplied by other vendors doing business with the COUNTY of Los Angeles. The COUNTY has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in COUNTY work, the COUNTY must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced CONTRACTOR for the COUNTY. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced CONTRACTOR and the COUNTY of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced CONTRACTOR.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the COUNTY, design concepts, algorithms, programs, formats, documentation, CONTRACTOR proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced CONTRACTOR or COUNTY employees who have a need to know the information. I agree that if proprietary information supplied by other COUNTY vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced CONTRACTOR any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced CONTRACTOR upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

**AUDITOR-CONTROLLER CONTRACT ACCOUNTING
AND ADMINISTRATION HANDBOOK**

The following handbook is designed for inclusion in most contracts for services entered into by COUNTY departments. The purpose of the handbook is to establish accounting, internal control, financial reporting, and contract administration standards for organizations (CONTRACTORS) who contract with the COUNTY.

AUDITOR-CONTROLLER

CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

The purpose of this Handbook is to establish required accounting, financial reporting, and internal control standards for entities (CONTRACTOR), which contract with the Los Angeles County.

The accounting, financial reporting and internal control standards described in this Handbook are fundamental. These standards are not intended to be all-inclusive or replace acceptable existing procedures or preclude the use of more sophisticated methods. Instead, this Handbook represents the minimum required procedures and controls that must be incorporated into a CONTRACTOR's accounting and financial reporting systems. The internal control standards described are those that apply to organizations with adequate staffing. Organizations with a smaller staff must attempt to comply with the intent of the standards and implement internal control systems appropriate to the size of their staff/organization. The CONTRACTOR's Subcontractors must also follow these standards unless otherwise stated in the Contract.

A.ACCOUNTING AND FINANCIAL REPORTING

1.0BASIS OF ACCOUNTING

CONTRACTORS may elect to use either the cash basis or accrual basis method of accounting for recording financial transactions. Monthly invoices must be prepared on the same basis that is used for recording financial transactions.

19.1

1.1The COUNTY recommends the

use of the accrual basis for recording financial transactions.

Accrual Basis

Under the accrual basis, revenues are recorded in the accounting period in which they are earned (rather than when cash is received). Expenditures are recorded in the accounting period in which they are incurred (rather than when cash is disbursed).

Accruals

Accruals shall be recorded observing the following:

- ◆ Only accruals where cash will be disbursed within six months of the accrual date should be recorded.
- ◆ Recorded accruals must be reversed in the subsequent accounting period.

1.2 If an agent elects to use the cash basis for recording financial transactions during the year:

- ◆ Necessary adjustments must be made to record the accruals at the beginning and the end of the contract.
- ◆ All computations, supporting records, and explanatory notes used in converting from cash basis to the accrual basis must be retained.

1.3 Prepaid Expenses

Prepaid expenses (e.g., insurance, service agreements, lease agreements, etc.) should only be expensed during a given Agreement year to the extent goods and services are received during that Agreement year.

2.0 ACCOUNTING SYSTEM

Each agent shall maintain a double entry accounting system (utilizing debits and credits) with a General Journal, a Cash Receipts Journal, a General Ledger, and a Cash Disbursements Journal. The COUNTY recommends that a Payroll Register also be maintained. Postings to the General Ledger and Journals should be made on a monthly basis.

2.1 General Journal

A General Journal shall be maintained for recording adjusting entries, reversing entries, closing entries, and other financial transactions not normally recorded in the Cash Receipts Journal or Cash Disbursements Journal. Entries in the General Journal must be adequately documented, and entered in chronological order with sufficient explanatory notations.

Example: DR CR

Rent Expense 100

Rent Payable 100

To record accrued rent to March 31, 20XX

2.2 Cash Receipts Journal

A Cash Receipts Journal shall be maintained for recording all cash receipts (e.g., COUNTY warrants, contributions, interest income, etc.).

The Cash Receipts Journal shall contain (minimum requirements) the following column headings:

- Date

- Receipt number
- Cash debit columns
- Income credit columns for the following accounts:
 - COUNTY payments (one per funding source)
 - Contributions
 - Other Income (Grants, sales of supplies/services, rental income, miscellaneous revenue, fees, etc.)
- Description (Entries in the description column must specify the source of cash receipts.)

2.3 Cash Disbursements Journal

A Cash Disbursements Journal shall be maintained for recording all cash disbursements (e.g., rent, utilities, maintenance, etc.)

The Cash Disbursements Journal shall contain (minimum requirements) the following column headings:

- Date
- Check number
- Cash (credit) column
- Expense account name
- Description

Note (1) Separate expense columns are recommended for salary expense and other recurring expense classifications for each program.

Note (2) Entries in the description column must specify the nature of the expense and the corresponding expense classification if not included in the column heading.

Note (3) Checks should not be written to employees (other than payroll, mileage, travel, and petty cash custodian checks.)

A Check Register may be substituted for the Cash Disbursements Journal, but this is not recommended. If used, the Check Register must contain the same expense classifications and description information required when a Cash Disbursements Journal is used.

Disbursements without supporting documentation will be disallowed on audit. Cancelled checks and credit card statements (VISA, AMEX, department store, etc.) will not constitute acceptable support. (See Section A.3.2 and B.2.4) for additional guidance.

2.4 General Ledger

A General Ledger shall be maintained with accounts for all assets, liabilities, fund balances, expenditures, and revenues. Separate accounts must be maintained for each COUNTY program's expenses and revenues.

2.5 Chart of Accounts

A Chart of Accounts shall be maintained:

- The COUNTY recommends that agents use the expense account titles on the monthly invoice submitted to the COUNTY.
- If the CONTRACTOR uses account titles, which differ from the account titles on the monthly invoice, each account title must clearly identify the nature of the transaction(s) posted to the account.
- CONTRACTOR must consistently post transactions that are of a similar nature to the same account. For example, all expenses for travel shall be posted to the account titled "travel" or "travel expense" and not intermixed with other expense accounts.

2.6 Payroll Register

The COUNTY recommends that a Payroll Register be maintained for recording all payroll transactions. The Register should contain the following:

- Name
- Position
- Social Security Number
- Salary (hourly wage)
- Payment Record including:
 - Accrual period
 - Gross pay
 - Itemized payroll deductions
 - Net pay amount
 - Check Number

If a Payroll Register is not used, the information in (2.6) must be recorded in the cash disbursement journal.

CONTRACTOR will ensure compliance with all applicable federal and State requirements for withholding payroll taxes (FIT, FICA, FUTA, SIT, SIU, etc.), reporting, filing (941, DE-7, W-2, W-4 and 1099s), and all applicable tax deposits.

CONTRACTOR will ensure compliance with Internal Revenue Service guidelines in properly classifying employees and independent CONTRACTORS.

2.7 CONTRACTOR Invoices

Each agent shall present an invoice to the COUNTY each calendar month to report the financial activity of the month. In addition, if advanced funding is involved, an invoice shall be presented at the beginning of the contract period. Invoices shall be prepared in the manner prescribed by the COUNTY's contracting department.

3.0 **RECORDS**

Adequate care shall be exercised to safeguard the accounting records and supporting documentation. Any destruction or theft of the CONTRACTOR's accounting records or supporting documentation shall be immediately reported to the COUNTY.

3.1 **Retention**

All accounting records (e.g., journals, ledgers, etc.), financial records and supporting documentation (e.g., invoices, receipts, checks, etc.) must be retained for a minimum of five years after the termination of the CONTRACTOR's Agreement.

3.2 **Supporting Documentation**

All revenues and expenditures shall be supported by original vouchers, invoices, receipts, or other documentation and shall be maintained in the manner described herein.

Invoices, receipts and canceled checks will be required to support an outlay of funds. Unsupported disbursements will be disallowed on audit. CONTRACTOR will be required to repay COUNTY for all disallowed costs. Photocopied invoices or receipts, any internally generated documents (i.e., vouchers, request for check forms, requisitions, canceled checks, etc.), and account statements do not constitute supporting documentation for purchases.

Supporting documentation is required for various types of expenditures as follows:

Payroll – time and attendance records signed by the employee and approved in writing by the supervisor, time distribution records by program accounting for total work time on a daily basis for all employees, records showing actual expenditures for Social Security and unemployment insurance, State and federal quarterly tax returns, federal W-2 forms, and federal W-4 forms.

Consultant Services – contracts, time and attendance records, billing rates, travel vouchers detailing purpose, time and location of travel, purchase orders and invoices for supplies and invoices or other supporting documentation detailing the nature of services provided.

Travel – travel policies of the CONTRACTOR (written); travel expense vouchers showing location, date and time of travel, purpose of trip, and rates claimed; vehicle mileage logs showing dates, destination and headquarters, purpose of trip, and mileage. Travel related to conferences should include conference literature detailing purpose of the conference. Reimbursement rates for mileage shall not exceed applicable federal guidelines.

Reimbursement for actual receipts or per diem rates for meal expenses shall not exceed the maximum COUNTY's reimbursement rate for employees.

Receipts shall be required for lodging for approved out-of-town travel dates. Maximum reimbursable lodging amount is the maximum COUNTY reimbursement rate for employees for a single occupancy hotel accommodation.

Operating Expenses (e.g., utilities, office supplies, equipment rentals, etc.) – bona fide contracts or lease agreements, if any, and invoices and receipts detailing the cost and items purchased will constitute the primary supporting documentation. For internal control purposes, the CONTRACTOR may maintain vouchers, purchase orders, requisitions, stock received reports, bills of lading, etc.

Outside Meals - receipts and/or invoices for all meals, a record of the nature and purpose of each meal, and identification of the Participants.

3.3 Payments to Affiliated Organizations or Persons

CONTRACTOR shall not make payments to affiliated organizations or persons for program expenses (e.g., salaries, services, rent, etc.) that exceed the lower of actual cost or the reasonable cost for such expenses. A reasonable cost shall be the price that would be paid by one party to another when the parties are dealing at arm's length (fair market price).

Organizations or persons (related parties) related to the CONTRACTOR or its members by blood, marriage, or through legal organization (corporation, partnership, association, etc.) will be considered affiliated for purposes of this Agreement. COUNTY shall be solely responsible for the determination of affiliation unless otherwise allowed and approved by the State or federal agencies.

Payments to affiliated organizations or persons will be disallowed on audit to the extent the payments exceed the lower of actual costs or the reasonable costs for such items.

3.4 Filing

All relevant supporting documentation for reported program expenditures and revenues shall be filed in a systematic and consistent manner. It is recommended that supporting documents be filed as follows:

- Checks – numerically
- Invoices – vendor name and date
- Vouchers – numerically
- Receipts – chronologically
- Timecards – pay period and alphabetically

3.5 Referencing

Accounting transactions posted to the CONTRACTOR's books shall be appropriately cross-referenced to supporting documentation. It is recommended that expenditure transactions on the CONTRACTOR's books be cross-referenced to the supporting documentation as follows:

- Invoices – vender name and date
- Checks – number
- Vouchers –number
- Revenue – receipt number

Supporting documentation for non-payroll expenditures (i.e., operating expenditures) should be cross-referenced to the corresponding check issued for payment. If multiple invoices are paid with one check, all related invoices should be bound together and cross-referenced to the check issued for payment.

4.0 DONATIONS AND OTHER SOURCES OF REVENUE

Restricted donations and other sources of revenue earmarked specifically for the Contract/Agreement must be utilized on allowable contract expenditures.

5.0 AUDITS

The agent will make available for inspection and audit to COUNTY representatives, upon request, during working hours, during the duration of the contract/Agreement and for a period of five years thereafter, all of its books and records relating to the operation by it of each project or business activity which is funded in whole or part with governmental monies, whether or not such monies are received through the COUNTY. All such books and records shall be maintained at a location within Los Angeles County.

5.1 Single Audit Requirements

OMB Circular 133, "Audits of State, Local Governments and Non Profit Organizations" requires that certain organizations receiving federal awards, including pass-through awards, have annual audits. Details are contained in the respective Circular.

A copy of any Single Audit reports must be filed with the COUNTY within the timeframes prescribed by the applicable Circular.

6.0 SUBCONTRACTS

No CONTRACTOR shall subcontract services without the prior written consent of the COUNTY.

CONTRACTOR shall provide COUNTY with copies of all executed subcontracts and shall be responsible for the performance of their Subcontractors.

B. INTERNAL CONTROLS

Internal controls safeguard the CONTRACTOR's assets from misappropriations, misstatements or misuse. Each CONTRACTOR shall prepare necessary written procedures establishing internal controls for its personnel. The CONTRACTOR shall instruct all of its personnel in these procedures and continuously monitor operations to ensure compliance with them.

1.0 CASH RECEIPTS

1.1 Separate Fund or Cost Center

All contract/agreement revenues shall be maintained in a bank account. If revenues from other sources are maintained in the same bank account, revenues for each source must be clearly identifiable on the accounting records through the use of cost centers or separate accounts.

1.2 Deposits

All checks shall be restrictively endorsed upon receipt.

Cash received shall be recorded on pre-numbered receipts. Checks shall be recorded on a check remittance log at the time of receipt.

Cash receipts (i.e., cash and checks) totaling \$500 or more shall be deposited within one day of receipt. Collections of less than \$500 may be held and secured and deposited weekly or when the total reaches \$500, whichever occurs first.

Duplicate deposit slips shall be retained and filed chronologically, and shall contain sufficient reference information for comparison to the Cash Receipts Journal (and individual receipts, if applicable).

20.1

1.3 Separation of Duties

An employee who does not handle cash shall record all cash receipts.

1.4 Bank Reconciliation

Bank statements should be received and reconciled by someone with no cash handling, check writing, or bookkeeping functions.

Monthly bank reconciliation should be prepared within 30 days of the bank statement date and reviewed by management for appropriateness and accuracy. The bank reconciliation should be signed by both the preparer and the reviewer. Reconciling items should be resolved timely.

2.0 DISBURSEMENTS

2.1 General

All disbursements for expenditures, other than petty cash, shall be made by check.

Blank check stock shall be secured and accounted for to preclude unauthorized use.

Checks shall not be payable to "cash" or signed in advance. Checks written to employees for reimbursement of out-of-pocket costs must be supported by receipts and invoices.

A second signature shall be required on all checks, unless otherwise specified in contract/agreement.

If the bookkeeper signs checks, a second signature shall be required on the checks, regardless of limits specified in contract/agreement.

Voided checks shall be marked void with the signature block cut out. The voided checks must be filed with the cancelled checks.

Unclaimed or undelivered checks shall be cancelled periodically.

All supporting documentation shall be referenced to check numbers and marked "paid" or otherwise canceled to prevent reuse or duplicate payments.

Disbursements without adequate supporting documentation will be disallowed on audit.

2.2 Approvals and Separation of Duties

Employees responsible for approving cash disbursements and/or signing of checks shall examine all supporting documentation at the time the checks are approved and signed.

All disbursements, excluding petty cash purchases, shall be approved by persons independent of check preparation and bookkeeping activities.

2.3 Petty Cash

A petty cash fund up to \$500 may be maintained for payment of small incidental expenses incurred by the CONTRACTOR (e.g., postage due, small purchases of office supply items, etc.). The CONTRACTOR must obtain written approval from the COUNTY to establish a petty cash fund greater than \$500.

Petty cash disbursements must be supported by invoices, store receipts or other external authenticating documents indicating the item purchased and the employee making the purchase. In the event that outside (external) supporting documentation is not obtainable for minor disbursements (under \$10), such as parking meters, etc., then documentation shall be considered as proper supporting documentation on a basis of reasonableness. Petty cash disbursements should not be used as a substitute for normal purchasing and disbursement practices i.e., payment by check).

The petty cash fund shall be maintained on an imprest basis. A check should be drawn to set up the fund and to make periodic reimbursements. Receipts, vouchers, etc., supporting each fund replenishment must be bound together, filed chronologically and cross referenced to the reimbursement check.

2.4 Credit Cards

The use of credit cards, both CONTRACTOR issued credit cards and an employee's personal credit cards used on behalf of the CONTRACTOR, should be limited to purchases where normal purchasing and disbursement practices are not suitable.

Credit cards issued in the CONTRACTOR's name must be adequately protected and usage monitored to ensure that only authorized and necessary items are purchased. Credit card purchases should be pre-approved by CONTRACTOR management to ensure that they are reasonable and necessary.

All credit card disbursements must be supported by original invoices, store receipts or other external authenticating documents indicating the item purchased and the

employee making the purchase. Credit card statements are not sufficient support for credit card purchases.

3.0 TIMEKEEPING

3.1 Timecards

Timecards or time reports must be prepared for each pay period. Timecards or time reports must indicate total hours worked each day by program and total hours charged to each of the CONTRACTOR's programs. Time estimates do not qualify as support for payroll expenditures and will be disallowed on audit.

All timecards and time reports must be signed in ink by the employee and the employee's supervisor to certify the accuracy of the reported time.

3.2 Personnel and Payroll Records

Adequate security must be maintained over personnel and payroll records with access restricted to authorized individuals.

Personnel and payroll records should include (but not be limited to) the following:

- Employee's authorized salary rate
- Employee information sheet
- Resume and/or application
- Proof of qualifications for the position, if required (e.g., notarized copy or original diploma, license, etc.)
- Performance evaluations
- Criminal record clearance
- Citizenship Status
- Benefit balances (e.g., sick time, vacation, etc.)

Benefit Balances

Employee benefit balances (e.g., sick time, vacation, personal time, etc.) should be maintained on at least a monthly basis. Benefit balances should be increased when benefit hours are earned and decreased as hours are used.

Limitations on Positions and Salaries

The CONTRACTOR shall pay no salaries higher than those authorized in the contract/agreement, or the attachments thereto, except as proscribed by state or federal law.

If an employee serves in the same or dual capacities under more than one Agreement or program, the employee may not charge more than 100% of their time to the contracts/agreements or programs taken as a whole.

Salaried employees who work less than 40 hours per week shall be paid a salary that corresponds with the employee's work schedule.

The salary expense of salaried employees working on more than one Agreement or program shall be allocated to each program based on the ratio of the number of hours worked on each program during the pay period to the total number hours worked during the pay period.

The CONTRACTOR will make no retroactive salary adjustment for any employee without written approval from the COUNTY.

Separation of Duties

Payroll checks should be distributed by persons not involved in timekeeping, preparing of payroll, or reconciling bank accounts.

All employee hires and terminations, or pay rate changes, shall be approved by authorized persons independent of payroll functions.

All employee hires and terminations, or pay rate changes shall be approved in writing by authorized persons independent of payroll functions.

4.0 FIXED ASSETS

A fixed asset is defined as an article of nonexpendable tangible personal property having a useful life of more than two years. The COUNTY recommends all fixed assets with an acquisition cost of \$1,000 or more per unit be capitalized.

Acquisition cost means the net invoice unit price of an item, including the cost of any modifications, attachments, accessories, or auxiliary apparatus necessary to make it usable for the purpose for which it was acquired.

4.1 Acquisition

Fixed asset purchases shall be approved by the Agency's Board of Directors or their authorized representative.

4.2 Identification and Inventory

All fixed assets purchased with Contract/Agreement funds are to be used solely for the benefit of the Contract/Agreement and should be appropriately tagged.

Each CONTRACTOR shall maintain a current listing of fixed assets, including the item description, serial number, date of purchase, acquisition cost and sources of funding.

An inventory of all fixed assets should be conducted at least once each year to ensure that all fixed assets are accounted for and maintained in proper working order.

4.3 Security

Physical security should be adequately maintained over fixed assets to prevent misuse and theft of COUNTY property.

4.4 Property Management

The CONTRACTOR shall assume responsibility and accountability for the maintenance of all non-expandable property purchased, leased, or rented with Contract/Agreement funds.

The CONTRACTOR shall report promptly, in writing, to the COUNTY all cases of theft, loss, damage, or destruction of fixed assets. The report shall contain at a minimum, item identification, recorded value, facts relating to loss, and a copy of the law enforcement report.

CONTRACTOR shall dispose of or return to the COUNTY all fixed assets, in accordance with their Contract/Agreement.

5.0 BONDING

All officers, employees, and agents who handle cash or have access to the agent's funds shall be bonded.

C.COST PRINCIPLES

1.0 POLICY

It is the intent of the COUNTY to provide funds for the purpose of CONTRACTOR providing services required by the Agreement. CONTRACTOR shall use these funds on actual expenses in an economical and efficient manner and ensure they are reasonable, proper and necessary costs of providing services and are allowable in accordance with the applicable OMB Circular.

1.1. Limitations on Expenditures of Program Funds

CONTRACTOR shall comply with the Agreement and the applicable OMB Circular. The Circular defines direct and indirect costs, discusses allowable cost allocation procedures and the development of Indirect Cost Rates, and specifically addresses the allowability of a variety of different costs.

If a CONTRACTOR is unsure of the allowability of any particular type of cost or individual cost, the CONTRACTOR should request advance written approval from the COUNTY prior to incurring the cost.

1.2 Expenses Incurred Outside the Agreement Period

Expenses charged against program funds may not be incurred prior to the effective date of the Agreement or subsequent to the Agreement termination date.

1.3 Budget Limitation

Expenses may not exceed the maximum limits shown on the contract budget.

1.4 Unspent Funds

The COUNTY will determine the disposition of unspent program funds upon termination of the contract/agreement.

1.5 Necessary, Proper and Reasonable

Only those expenditures that are necessary, proper and reasonable to carry out the purposes and activities of the Program are allowable.

2.0 ALLOCATION OF COST POOLS

For CONTRACTORS that provide services in addition to the services required under contract/agreement, the CONTRACTOR shall allocate expenditures that benefit programs or funding sources on an equitable basis.

In accordance with the applicable OMB Circular, agencies shall define their allocable costs as either direct or indirect costs (as defined below) and allocate each cost using the basis most appropriate and feasible.

The CONTRACTOR shall maintain documentation related to the allocation of expenses (e.g., timecards, time summaries, square footage measurements, number of employees, etc.).

Under no circumstances shall allocated costs be charged to an extent greater than 100% of actual costs or the same cost be charged both directly and indirectly.

2.1 Direct Costs

Direct costs are those costs that can be identified specifically with a particular final cost objective (i.e., a particular program, service, or other direct activity of an organization). Examples of direct costs include salaries and benefits of employees working on the program, supplies and other items purchased specifically for the program, costs related to space used by employees working on the program, etc.

For all employees, other than general and administrative, the hours spent on each program (activity) should be recorded on employees' timecards and the payroll expense should be treated as direct charges and distributed on the basis of recorded hours spent on each program.

Joint costs (i.e., costs that benefit more than one program or activity) which can be distributed in reasonable proportion to the benefits received may also be direct costs.

Examples of bases for allocating joint costs as direct costs:

- Number of direct hours spent on each program
- Number of employees in each program
- Square footage occupied by each program
- Other equitable methods of allocation

2.2 Indirect Costs

Indirect costs are those costs that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective. Examples of indirect costs include salaries, employee benefits, supplies, and other costs related to general administration of the organization, depreciation and use allowances, and the salaries and expenses of executive officers, personnel administration, and accounting.

Examples of bases for allocating indirect costs:

- Total direct salaries and wages
- Total direct costs (excluding capital expenditures and other distorting items such as Subcontractor payments)

2.3 Acceptable Indirect Cost Allocation Methods

OMB Circulars describe the following allowable methods for allocating indirect costs:

- Simplified allocation method
- Direct allocation method
- Multiple allocation base method
- Negotiated indirect cost rate

Simplified Allocation Method

This method can be used when an organization's major functions benefit from its indirect costs to approximately the same degree. Using this method, all allocable costs are considered indirect costs and an indirect cost rate is determined by dividing total allowable indirect costs by an equitable distribution base.

Example

Agency-wide indirect costs	\$250,000
Less: Capital expenditures	<u>10,000</u>
Allocable indirect costs	240,000
Total agency-wide indirect salaries	\$1,000,000
Indirect cost rate (\$240,000/\$1,000,000)	24%
Program direct salaries	\$100,000
Program indirect costs (24% x \$100,000)	<u>\$24,000</u>

Direct Allocation Method

This method can also be used when an organization's major functions benefit from its indirect costs to approximately the same degree. Using this method, all costs except general administration and general expenses are treated as direct costs. Joint costs for depreciation, rental, facilities maintenance, telephone, and other similar expenses are prorated individually to each direct activity on a basis appropriate for that type of cost.

The remaining costs, which consist exclusively of general administration and general expenses are then allocated using the simplified allocation method previously discussed.

Multiple Base Allocation Method

This method can be used when an organization's major functions benefit from its indirect costs in varying degrees. Using this method, indirect costs are grouped to permit

allocation of each grouping on the basis of the benefits provided to the major functions. Each grouping is then allocated individually using the basis most appropriate for the grouping being allocated.

2.4 Cost Allocation Plan

If the CONTRACTOR has a negotiated indirect cost rate approved by a federal agency, it shall submit a copy of the approval letter when requested by COUNTY.

If the CONTRACTOR does not have a negotiated indirect cost rate, CONTRACTOR shall submit an annual Agency-wide Cost Allocation Plan when requested by COUNTY. The Cost Allocation Plan shall be prepared in accordance with COUNTY instructions and the applicable OMB Circular and include the following information:

1. CONTRACTOR general accounting policies:
 - Basis of accounting (cash or accrual)
 - Fiscal year
 - Method for allocating indirect costs (simplified, direct, multiple, negotiated rate)
 - Indirect cost rate allocation base
2. Identify the CONTRACTOR's direct and indirect costs (by category) and describe the cost allocation methodology for each category.
3. Signature of CONTRACTOR management certifying the accuracy of the plan.

Negotiated Indirect Cost Rates

Agencies have the option of negotiating an indirect cost rate or rates for use on all their Federal programs. The CONTRACTOR must submit a cost allocation plan to the federal agency providing the most funds to the organization. The approved indirect cost rate is then applied to the total approved direct cost base.

If CONTRACTOR has a federally approved indirect cost rate, CONTRACTOR shall submit a copy of the approval letter to COUNTY upon request.

D. UNALLOWABLE COSTS

OMB Circulars address the allowability of a variety of different costs. For all costs, there are certain restrictions and limitations; however, the following costs are not allowable under any circumstances:

- Bad debts
- Contingency provisions
- Contributions and donations
- Fines and penalties
- Fundraising activities
- Interest expense (unless expressly allowed by Federal guidelines)
- Losses on other awards

E. OVERPAYMENTS

If upon audit, or at any time during the Agreement year, it is determined that invoices submitted to the COUNTY and used as a basis for payments to the CONTRACTOR were inaccurate, COUNTY shall determine the total overpayment and require the CONTRACTOR to repay COUNTY. The COUNTY may withhold payments from CONTRACTOR's future payments for any amounts not returned to the COUNTY or credited to the Contract unless otherwise prohibited by State or federal regulations.

F. MISCELLANEOUS REQUIREMENTS

1.0 INSURANCE

CONTRACTOR is responsible for securing and maintaining insurance coverage as required by the Agreement. CONTRACTOR must notify COUNTY when insurance is revoked, reduced to a level or coverage less than required, or otherwise made ineffective.

Insurance shall include an endorsement naming the COUNTY as an additional insured.

2.0 ACTIVITY

No funds, materials, property, or services contributed to the COUNTY or the CONTRACTOR under this Agreement shall be used in the performance of any political activity, the election of any candidate, or the defeat of any candidate for public office.

**USER COMPLAINT REPORT
DISPUTE RESOLUTION PROGRAM**

This form is to be used by CSS staff of the Dispute Resolution Program to report service discrepancies and/or failure to provide training as specified. This User Complaint Report must be delivered immediately to the COUNTY Contract Management Manager (CMM) for this Contract/Agreement.

Date of Report:

CSS Employee
Name:

CSS Office Address:

Phone No.

E-mail Address:

Date(s) of Incident(s):

Below, please check the appropriate boxes and explain each incident separately:

☐ CONTRACTOR's Program Director is not responding to messages.

☐ CONTRACTOR's staff not available or not responding to messages.

☐ CONTRACTOR making staff changes without notification to the COUNTY.

☐ Illegal or inappropriate behavior by CONTRACTOR's staff.

☐ CONTRACTOR not submitting reports or maintaining records as required.

☐ CONTRACTOR not complying with the quality assurance requirements as specified in the Contract.

☐ Other (describe):

To report an urgent/serious problem, call Nusun Muhammad, Project Supervisor at: (213) 738-2621.

**Send UCR to Nusun Muhammad, Project Supervisor, at 3175 West Sixth Street,
3rd Floor Room 304, Los Angeles, CA 90020.**

Cost Allocation

"AGENCY NAME"

COST ALLOCATION PLAN

PROGRAM YEAR 2008-09

I. GENERAL INFORMATION

A. POLICY

This cost allocation plan is based on the guidelines and requirements of the Dispute Resolution Program regarding the allocation and categorization of costs.

The plan describes the methods used to collect, analyze and distribute shared costs by the Agency Name. The methodologies and procedures described in the plan have been developed in accordance with Generally Accepted Accounting Principles and regulations applicable to the Dispute Resolution Program.

B. APPLICABILITY

The cost allocation plan is applicable to all grants and contracts entered into by Agency.

(If applicable)

Costs associated with Subcontractor expenditures are allocated by those organizations in accordance with the same guidelines and principles established by the Dispute Resolution Program for all recipients and sub-recipients receiving Federal funds.

II. ORGANIZATIONAL STRUCTURE

The Agency Name, a type of organization (e.g. non-profit, local government), administers dispute resolution program services. This agency receives funding from the funding from the funding source for the administration of the Dispute Resolution Program.

For purposes of this cost allocation plan, Agency Name functions are categorized as follows:

- A. Budget Cost Categories** - The budget categories listed below are those that have been determined through review and analysis to benefit either directly or indirectly Dispute Resolution Program grants and contracts administered by Agency Name.

- Personnel
- Travel
- Space
- Consumable Supplies
- Equipment
- Other

The costs for which the benefit can be directly identified, will be charged to the benefiting grant and category. Shared costs will be charged based on either employee time reporting or number of Participants served by activity.

Programs Administered Directly by Agency Name:

The programmatic aspects of the following programs are administered by the agency. In addition to the directly identifiable costs associated with these programs, each bears a burden of shared administrative costs based on the burden of direct grant expenditures to total direct grant expenditures for the period.

III. COST ALLOCATION:

All costs are allocated based on documented information. Such costs, defined as shared costs, are pooled for the purpose of allocation. The agency pools administrative costs, both personnel and non-personnel (operating costs), for purposes of allocation to all programs administered.

The agency will review and update this plan no less than annually or when there is a significant change in funding or allocation.

The above plan applies to funds administered by Agency Name for the period July 1, 2010 through June 30, 2011.

**COMMUNITY AND SENIOR SERVICES
DISPUTE RESOLUTION PROGRAM
JOINT REVENUE DISCLOSURE**

Contract #: _____

Agency Name: _____

Prepared By: _____ Date Prepared: _____

List all revenue coming to Contractor (include foundation grants and donations)

	Revenue Source (Grant Title)	Dollar Amount	Grant Period Month/Day/Year
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			
TOTAL			

AGREEMENT**CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE"
UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)**

Under this Agreement, CONTRACTOR ("Business Associate") provides services ("Services") to COUNTY ("Covered Entity") and Business Associate receives, has access to, or creates Protected Health Information in order to provide those Services. Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("the Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations Parts 160 and 164 ("together, the "Privacy and Security Regulations").

The Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place.

Therefore, the parties agree as follows:

1.0 DEFINITIONS

- 1.1 "Disclose" and "Disclosure" means, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.
- 1.2 "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103. Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission.
- 1.3 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103. Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.
- 1.4 "Individual" means the person who is the subject of Protected Health Information, and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- 1.5 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 164.503, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information, whether oral or recorded in any form or medium, that (i) relates to the past, present, or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Health Information.

- 1.6 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.
- 1.7 "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.
- 1.8 "Services" has the same meaning as in the body of this Agreement.
- 1.9 "Use" or "Uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations.
- 1.10 Terms used, but not otherwise defined, in this Paragraph shall have the same meaning as those terms in the HIPAA Regulations.

2.0 OBLIGATIONS OF BUSINESS ASSOCIATE

- 2.1 Permitted Uses and Disclosures of Protected Health Information. Business Associate:
- (a) shall Use and Disclose Protected Health Information as necessary to perform the Services, and as provided in Sub-sections 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 of this Agreement;
 - (b) shall Disclose Protected Health Information to Covered Entity upon request;
 - (c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:
 - (i) Use Protected Health Information; and
 - (ii) Disclose Protected Health Information if the Disclosure is Required by Law.
- Business Associate shall not Use or Disclose Protected Health Information for any other purpose.
- 2.2 Adequate Safeguards for Protected Health Information. Business Associate:
- (a) shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Paragraph. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the minimum necessary in accordance with the Privacy Regulation's minimum necessary standard.
 - (b) effective as of April 20, 2005, specifically as to Electronic Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information.

- 2.3 Reporting Non-Permitted Use or Disclosure and Security Incidents. Business Associate shall report to Covered Entity each Non-Permitted Use or Disclosure that is made by Business Associate, its employees, representatives, agents or subcontractors, but is not specifically permitted by this Agreement, and effective as of April 20, 2005, shall report to Covered Entity each Security Incident of which Business Associate becomes aware. The initial report shall be made by telephone call to the Covered Entity's HIPAA Privacy Officer within forty-eight (48) hours from the time the Business Associate becomes aware of the Non-Permitted Use or Disclosure or Security Incident, followed by a full written report no later than ten (10) business days from the date the Business Associate becomes aware of the non-permitted Use or Disclosure or Security Incident to the Chief Privacy Officer at:
- Chief HIPAA Privacy Officer, County of Los Angeles
Kenneth Hahn Hall of Administration
500 West Temple St.
Suite 410
Los Angeles, CA 90012
(213) 974-2164
- 2.4 Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Paragraph.
- 2.5. Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.
- 2.6 Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity.
- 2.7 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.

- 2.8 Accounting of Disclosures. Business Associate agrees to maintain documentation of the information required to provide an accounting of Disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528, and to make this information available to Covered Entity upon Covered Entity's request, in order to allow Covered Entity to respond to an Individual's request for accounting of disclosures. However, Business Associate is not required to provide an accounting of Disclosures that are necessary to perform its Services if such Disclosures are for either payment or health care operations purposes, or both. Additionally, such accounting is limited to disclosures that were made in the six (6) years prior to the request (not including disclosures that were made prior to the compliance date of the Privacy Rule, April 14, 2003) and shall be provided for as long as Business Associate maintains the Protected Health Information.

Any accounting provided by Business Associate under this Section 2.8 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Sub-section 2.8, Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Sub-section 2.8 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

3.0 OBLIGATION OF COVERED ENTITY

- 3.1 Obligation of Covered Entity. Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

4.0 TERM AND TERMINATION

- 4.1 Term. The term of this Paragraph shall be the same as the term of this Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.
- 4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Agreement, upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
- (a) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity; or
 - (b) Immediately terminate this Agreement if Business Associate has breached a material term of this Paragraph and cure is not possible; or
 - (c) If neither termination or cure are feasible, Covered Entity shall report the violation to the Secretary of the federal Department of Health and Human Services.

4.3 Disposition of Protected Health Information Upon Termination or Expiration

- (a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
- (b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make it infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

5.0 MISCELLANEOUS

- 5.1 No Third Party Beneficiaries. Nothing in this Paragraph shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 5.2 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Agreement.
- 5.3 Relationship to Agreement Provisions. In the event that a provision of this Paragraph is contrary to any other provision of this Agreement, the provision of this Paragraph shall control. Otherwise, this Paragraph shall be construed under, and in accordance, with the terms of the Agreement.
- 5.4 Regulatory References. A reference in this Paragraph to a section in the Privacy or Security Regulations means the section as in effect or as amended.
- 5.5 Interpretation. Any ambiguity in this Paragraph shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.
- 5.6 Amendment. The parties agree to take such action as is necessary to amend this Paragraph from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations.

FIXED ASSETS/EQUIPMENT PURCHASE REQUIREMENTS**I. FIXED ASSETS/PURCHASES**

Fixed assets: equipment with a value \geq \$5,000.

Non-fixed assets: equipment with a value $<$ \$5,000, but \geq \$500.

A. Procurement of Fixed Assets (Computer equipment/supplies, furniture, vehicles, etc.)

1. Equipment inventory requirements for items purchased with program funds are contained in the Fixed Assets Section of the Standard Terms and Conditions of the Agreement. All CONTRACTORS must adhere to the applicable Code of Federal Regulations (CFR) and/or Federal Office of Management Budget (OMB) Circulars that include: CFR Title 29 Parts 95 and 97, and OMB Circulars A-21, A-87, A-102, A-110, A-122 and A-133.
2. If the program guidelines governing the contracted services indicate that equipment may be purchased, the COUNTY has established procurement guidelines that the CONTRACTOR must adhere to.
 - i. Prior to the purchase/acquisition of equipment items, approval must be obtained from the COUNTY. **No** equipment with a value over \$5,000 may be purchased without prior approval from the COUNTY and, as mandated by State regulations and guidelines, the COUNTY must receive prior approval from the funding source.
 - ii. The CONTRACTOR must ensure that the cost of the equipment is reasonable and the item(s) is necessary for the provision of services contracted under this Agreement.
 - iii. All equipment purchased with program funds and provided to the CONTRACTOR must be used for the benefit of the program for which it was purchased and funded by.

B. Title

1. All equipment purchased in excess of \$500 will remain the property of the COUNTY until such time as the COUNTY approves final disposition of the equipment.
2. To the extent Federal law applies, at all times titles to vehicles reside with the Federal Pass-through agency and remain the residual property of the Federal government.

II. INVENTORY REQUIREMENTS**A. Equipment/Inventory Tracking**

1. The COUNTY requires an updated list of all CONTRACTORS' inventory and backup, support records (receipts of purchase, purchase orders, etc.) every two years or more frequently, if necessary. CONTRACTORS are to conduct a **physical inventory** of property and equipment and reconcile the results with the property records at least once every two years, or as necessary. The physical inventory should include all furniture, property, and equipment purchased with contract funds **IN EXCESS OF \$500**. All furniture, property, and equipment must be reported **AND** properly identified (tagged with COUNTY property program identification tags), your agency must complete and submit an Inventory Control Form (see Attachment XVI) that allows the inclusion of all required information (see II. A.2.). If your agency requires property program identification tags and/or Inventory Control Form, contact your COUNTY Analyst, who will forward tags and a form to you. Tags must be affixed to applicable items in an area where they are visible or easily accessible to examine.

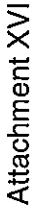
2. Agencies are required to maintain property records that include a description of the property, program tag number, serial number or other identification number, the funding source, the acquisition date, cost of the property, percentage of Federal participation in the cost of the property, property location, use and condition of the property, and any ultimate disposition data, including the date of disposal and sale price of the property, if applicable. Adequate maintenance procedures must be in place to keep property and equipment in good condition.
3. Agencies must have in place a control system to ensure adequate safeguards against loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
4. If no furniture, property, or equipment has been purchased in excess of \$500 for the program year, a letter must be submitted for each program year, which indicates no inventory was purchased for your Program(s). All property and equipment must be tagged and complete tag numbers included on the Inventory Control Form. This includes furniture, office equipment, computer equipment, and computer or office-related equipment (does not include computer keyboards, mice, etc.). Use a separate Inventory Control Form for each program OR columns that provide dual sources percentage or dollar splits. Applicable back up support documentation must be "in order" and attached to each Inventory Control Form or separated out by program if dual sources were used to purchase inventory.

III. INVENTORY DISPOSAL AND SALVAGE POLICIES AND PROCEDURES

- A. Salvage Policies and Procedures currently allow salvage and/or surplus items of equipment that are less than \$5,000 in the **aggregate** to be "sold or otherwise disposed of," with the exception that the following policies and procedures are in place and adhered to at the time of sale, transfer, and/or final disposition of the inventory:
 1. CONTRACTORS are required to obtain prior approval from Los Angeles COUNTY for inventory/salvage disposal or transfer, and have supporting documents for all purchases made with Federal, State, and/or COUNTY funds. Your office should be in receipt of purchase orders and/or receipts for all items purchased that are reflected on the inventory form(s);
 2. Inventory that is being transferred after the program (which the inventory was purchased for) has ended or CONTRACTOR agency closure can only be transferred to another federally funded program. The inventory must be retagged with identification tags of the new program and a Inventory Control Form submitted which include old and new tag identification numbers;
 3. If inventory will be sold, proper sales procedures must be in place that provide for competition to the extent practicable and result in the highest possible return prior to any sale program inventory. Income from the sale of salvaged inventory becomes program income. Prior approval for the use of program income must be obtained from CSS in accordance with contract terms;
 4. Disposition records that include the description of the equipment, current market value, sale date, sale price, and dealer or auctioneer information must be kept for all sale transactions for a minimum of three years;
 5. Sales revenue information resulting from the sale of the inventory must be recorded and kept on file for a minimum of three years;
 6. Contracted agencies may donate salvage inventory as long as the inventory has first been offered and declined by all other COUNTY departments and the donation does not create a conflict of interest for Los Angeles COUNTY or the contracted agency, i.e., agency employees, or employees' family members, businesses which employ or have a relationship with agency employees or employees' family members, businesses conducting business with the agency,

and agency adult and/or youth Participants, etc. Agencies must obtain approval from the COUNTY to donate salvage equipment. CONTRACTORS must obtain (from the recipient of the donated item(s)) receipts acknowledging the donated item(s) and forward copies of the receipts to the COUNTY within two weeks of the donation. It is recommended that agencies obtain a liability waiver for donated items;

7. All items being disposed of, transferred, sold, or donated must include a current fair-market value. One or more of the following methods can determine the value: Orion Computer Blue Book, professional/expert appraisal, public advertisement, industry quotation, etc.; and,
8. All inventory records (including purchase orders) must be retained for a minimum of three years from the date of acquisition through final disposition (salvage disposal) and be available for collection and/or viewing, if necessary. Additionally, all disposal records must be retained for a minimum of five years.



PROGRAM TITLE	PROGRAM YEAR(S)

Completed By: _____
 Title: _____
 Telephone: _____

[illegible]

Signed By: _____ Title: _____ Date: ____/____/____

CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The County of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the County of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the County of Los Angeles has determined that it is appropriate to require that the businesses with which the County contracts possess reasonable jury service policies.

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a Contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the County but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the County pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.4.0 or a successor provision; or

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6. A purchase card pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision; or
 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer or the Contractor has a long-standing practice that defines a full-time schedule as less than 40 hours per week.

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable.

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service.

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of County counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other COUNTY departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the County that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract.

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2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor.

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 1. Has ten or fewer employees during the contract period; and,
 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.